

# JMEG, LP

## SUBCONTRACT

2941 Trade Center Dr., #200, Carrollton, TX 75007 V:972-590-5555 F:972-590-5590

DATE: Feb. 8, 2011

SUBCONTRACT NO. 3345905001

This Contract made BY AND BETWEEN			
SUBCONTRACTOR	Chambers Engineering, LLC 201 Main Street, #1230, Fort Worth, TX 76102		
	Federal Employer Identification No.	Subcontractor's State Sales Tax No.	Subcontractor's State License No.
CONTRACTOR	JMEG, LP 2941 Trade Center Dr., #200, Carrollton, TX 75007		N/A
FOR (OWNER)	Southwest Airlines Co. P. O. Box 36611, Dallas, TX 75235		
PROJECT NAME	Love Field Terminal		
LOCATED AT	Love Field Dallas, TX 75223		

WITNESSETH: Contractor and Subcontractor agree as follows:

- WORK:** Subcontractor agree to provide at his own cost and expense all labor, materials, machinery, tools, scaffolding, hoisting facilities, power, etc. necessary to furnish and install a Complete Access Control, Video Surveillance, Intercommunications, and Exit Anti Backflow Systems in strict accordance with the plans, specifications and schedule for and as further outlined on Exhibit "A" JMEG, LP Purchase Order #3345905001 and attachments attached. Also included and made a part of this Subcontract Agreement are the following exhibits; Exhibit "B" Partial & Final Lien Waivers, Exhibit 'C'-Form of Insurance Certificate, Exhibit "D" Hascom Letter, Exhibit "E" Billing Schedule, Exhibit "F" Subcontractor Information Sheet, Exhibit "G" Contractor forms and Information, Exhibit "H" Certificate from Contractor, Exhibit "I" Texas State Law House Bill 1669 and 2391, and Exhibit "J" Project Manuals and Requirements (on attached CD).
- SUBCONTRACT AMOUNT:** In consideration of the faithful performance of the covenants and agreements herein, to the full satisfaction and acceptance of the Owner, the Architect, and the Contractor, the Subcontract Amount, (inclusive of all applicable taxes and insurance) is:  

Three Million Two Thousand One Hundred Fifty-five and 00/100 dollars	\$3,002,155.00
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- TERMS OF PAYMENT:** Subcontractors shall submit application for payment no later than the 15<sup>th</sup> of each month. Payment shall be made to the Subcontractor upon receipt of payment to JMEG, LP from the General Contractor. No payments hereunder shall be considered as evidence of the satisfactory performance of this Contract. Final payment under this Contract will be made only on furnishing to Contractor a complete release of liens. Ten percent or the amount General Contractor withhold from JMEG, LP if lower of value completed will be retained by the Contractor until final completion. All payments to be made by Joint Check as per Joint Check Agreement in Exhibit "A".
- EXTRAS:** It is understood and agreed that, regardless from whom orders may be given for extra work, no addition is to be made to the Subcontract Amount except by a Change Order issued by the Contractor and then only when such order sets forth the amount of such addition as well as describing the work involved, and is signed by both parties.
- AGREEMENT OF TERMS:** Subcontractor consents to be bound by the terms and conditions of the plans, specifications, Subcontract between JMEG, LP and the General Contractor, and Contract between the Owner and the General Contractor. Subcontractor has inspected and is fully familiar with jobsite and working conditions relating to the performance and scheduling of this Subcontract.
- NOTICE TO PROCEED:** The Subcontractor will promptly commence work as soon as he is notified by the Contractor that the ground is clean or the structure far enough advanced to allow the beginning of Subcontractors work, and will carry forward and complete his work as rapidly as directed by the Contractor and the progress of the structure will permit.
- INSURANCE AND INDEMNIFICATION:** (A) FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, INCLUDING THE FIRST \$500 OF THE SUBCONTRACT AMOUNT, SUBCONTRACTOR SHALL TO THE FULLEST EXTENT PERMITTED BY LAW, UNCONDITIONAL INDEMNIFY, HOLD HARMLESS, PROTECT AND DEFEND CONTRACTOR, OWNER, AND ARCHITECT, AND ALL OF THEIR AGENTS AND EMPLOYEES (THE "INDEMNITY" OR "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, OTHER LITIGATION EXPENSES, AND PUNITIVE DAMAGES IF ALLOWED BY APPLICABLE LAW), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF SUBCONTRACTOR'S WORK OR OTHER ACTIVITIES OR SERVICES OF ANY KIND UNDERTAKEN BY

SUBCONTRACTOR, WHETHER OCCURRING ON OR OFF THE PROJECT SITE, PROVIDING THAT ANY SUCH CLAIM, DAMAGE, LOSS, LIABILITY OR EXPENSE (A) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF ANY PERSON (INCLUDING EMPLOYEES OF SUBCONTRACTOR, INDEMNITEES AND ANY THIRD PARTIES), OR PATENT INFRINGEMENT, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (B) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT OR WRONGFUL ACT OR OMISSION OF SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, OR IS CAUSED BY OR ARISES OUT OF THE USE OF ANY PRODUCTS, MATERIAL OR EQUIPMENT FURNISHED BY SUBCONTRACTOR. THIS INDEMNIFICATION OBLIGATION SHALL EXPRESSLY INCLUDE BUT NOT BE LIMITED TO, PROTECTION, DEFENDING AND HOLDING HARMLESS EACH INDEMNITEE FROM AND AGAINST ALL CLAIMS, LOSSES, COSTS, DAMAGES, EXPENSES AND LIABILITIES NOT BE LIMITED TO, PROTECTION, DEFENDING AND HOLDING HARMLESS EACH INDEMNITEE FROM AND AGAINST ALL CLAIMS, LOSSES, COSTS, DAMAGES, EXPENSES AND LIABILITIES (PARTIAL OR OTHERWISE) CAUSED BY OR ARISING OUT OF EACH INDEMNITEE'S NEGLIGENCE OR WRONGFUL ACTS OR OMISSIONS, BUT IT SHALL NOT APPLY TO ANY INDEMNITEE WHO IS SOLELY NEGLIGENT. IN ANY AND ALL CLAIMS AGAINST INDEMNITEES, BY ANY EMPLOYEE OF SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS SUBCONTRACTOR MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANYWAY BY ANY LIMITATION ON THE AMOUNTS OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. THE OBLIGATIONS OF SUBCONTRACTOR UNDER THIS ARTICLE SHALL NOT EXTEND TO THE LIABILITY OF ARCHITECT, ITS AGENTS, OR EMPLOYEES, ARISING OUT OF (A) THE PREPARATION OR APPROVAL OF MAPS, DRAWINGS, OPINIONS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGN, OR SPECIFICATIONS, OR (B) THE GIVING OF OR THE FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY ARCHITECT, ITS AGENTS, OR EMPLOYEES, PROVIDED SUCH GIVING OR FAILURE TO GIVE IS THE SOLE CAUSE OF THE INJURY OR DAMAGE. NOTE: THIS PROJECT HAS A GENERAL LIABILITY CONTRACTOR CONTROLLED INSURANCE PROGRAM AND SUBCONTRACTOR WILL BE REQUIRED TO ENROLL IN THE PROGRAM AS PER THE CCIP ENROLLMENT LISTED IN THE CCIP MANUAL IN EXHIBIT "J". SUBCONTRACTOR MUST ENROLL AND BE APPROVED BY THE CCIP ADMINISTRATOR PRIOR TO BE ALLOWED TO WORK ONSITE.

(B.) Subcontractor shall maintain, at a minimum, at all times during the course of the Work at Subcontractor's cost and expense the coverage's, terms, riders and amendments, required of subcontractors by insurance provisions of the Contract Documents and Exhibit "C". Such insurance shall be maintained with insurance companies both acceptable to Contractor and licensed to transact business and issue insurance in the State where Project is located. Prior to commencing Work, Subcontractor shall have the insurance companies prepare, execute and deliver to Contractor the Certificate of Insurance on the form set forth as Exhibit 'C' attached hereto with all required insurance coverage's and amounts as required by this paragraph. In the event Subcontractor fails or neglects to obtain or renew the required insurance and furnish evidence thereof to Contractor with executed Certificate of Insurance form, Contractor shall have the right, but not the obligation, to procure such insurance and reduce the Subcontract Amount by the cost thereof.

8. SAFETY: Subcontractor shall be responsible for safety of its operations and its employees and shall take all reasonable safety precautions with respect to its work. Subcontractor in addition to its own standards shall comply with all safety policies and procedures initiated by Contractor for the Project, including Contractors policy regarding drugs, alcohol and controlled substances, and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of person or property, including, but not limited to, the Federal Occupational Safety and Health Act (OSHA). Subcontractor shall immediately notify Contractor of any injury to any of the Subcontractor's employees. Subcontractor shall require its personnel to attend any safety meetings the Contractor might conduct and direct Subcontractor to attend. Subcontractor agrees that in performing its work, it will not create, use or dispose of any hazardous chemicals or substances in an unlawful or hazardous manner and shall be solely responsible for the lawful, proper and safe handling, storage and removal of all hazardous wastes, chemicals and substances which are introduced to the site, by Subcontractor's operations.
9. GUARANTEE: It is further agreed that Subcontractor will at his own expense replace or repair any faulty or defective material or workmanship which may develop within one year from the date of acceptance of the work referred to herein or for a longer period of time if required by the specifications. All material and equipment installed shall be new unless otherwise specified and no substitutions shall be authorized except by written order of the Contractor.
10. SUBCONTRACTOR hereby represents and warrants that he is licensed by the state in which the project is located to perform all work which is covered by this Contract.
11. SATISFACTORY WORKERS: The Subcontractor shall not utilize any workers whose employment on the Project is objected to by the Contractor as being unskilled or unsatisfactory for the performance of the work involved.
12. ASSIGNMENT: The Subcontractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Subcontract or any part hereof, or his right, title, or interest therein, or of his power to execute the same, without the consent in writing of the Contractor.
13. FAILURE TO PERFORM: In the event, the Subcontractor shall (a) refuse or for any reason fail to prosecute the Subcontract work in a timely, workmanlike and safe manner, (b) fail to supply adequate or competent supervision or fail to furnish a sufficient number of properly skilled workmen, (c) fail to have at the Project sufficient materials and equipment of the proper quality and quantity, (d) fail to promptly correct defective work, (e) fail to promptly pay its bills and discharge its obligations on this Project, or (f) otherwise delay the work of the Contractor or other Project contractors. The parties acknowledge that each of the foregoing

is a material breach of the Subcontract. After notice to the Subcontractor to remedy such breach , Subcontractor shall immediately, and in no event longer than three (3) days, remedy such breach in such manner as required by the Contractor. Upon drawings, materials, engineered products, and equipment belonging to the Subcontractor as may be deemed necessary to complete the Subcontract Work. Upon termination of this Subcontract in whole or in part by the Contractor, the Subcontractor shall not be entitled to receive any further payments on this Project or any other project until the Subcontract work has been completed and accepted by the Contractor, General Contractor, Architect, and Owner and not until final payment for same has been received by the Contractor. The Subcontractor shall be liable for all expense of completing the Subcontract work, including all performance cost of whatever nature plus all damages, losses, expense, and cost, including attorneys fees, incurred by the Contractor. If the Contractor's damages, cost, and liability, including attorneys' fees, exceed the unpaid Subcontract balance, Subcontractor shall pay the difference to the Contractor. In no event shall the Subcontractor be entitled to be paid or to recover from the Contractor more than the amount due under this Subcontract for work completed at the date of termination of the Subcontract.

14. PLANS AND SPECIFICATIONS: The Subcontractor agrees that the materials to be furnished and work to be done by him shall be all in accordance with the true intent of the plans and specifications, schedules, drawings and sufficient materials of all kinds whatsoever as shall be proper and sufficient for the completing and finishing of all the above work, and such labor , supplies, tools, equipment, or rental thereon and other work pertaining to the above, mentioned in the plans and specifications, for the above-named structure, according to the plans and specifications (detail thereof to be furnished by Subcontractor as needed) and to the full satisfaction of Contractor.
15. CONDEMNATION: The Subcontractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by the Architect, the Contractor, or his authorized representatives. He shall, at once, remove all materials and take down and rebuild all portions of the work condemned by Contractor immediately upon receiving notice in writing of such condemnation.
16. PROGRESS PAYMENTS AND FINAL PAYMENT: The Subcontractor is to submit to the Contractor applications for payment in such reasonable time as enables the Contractor to apply for payment under the Contract, but the Owner's estimates of progress payments shall be accepted by said Subcontractor as final if the Owner's estimate and Subcontractor's estimate differs. In addition to any other requirements of this Subcontract, the Subcontractor's right to each Payment shall not arise unless and until the following conditions precedent to each such Progress Payment have satisfied: (a) approval and acceptance of Subcontractor's Application for Payment by Owner, Architect and Contractor, Application for Payment provided by Subcontractor, (c) furnishing to Contractor satisfactory evidence by Subcontractor that all labor and material costs incurred by Subcontractor in connection with its Work covered by previous payments have been paid in full including any certified payrolls required by the Contract Documents; (d) furnishing to Contractor by Subcontractor a partial waiver of lien or a final waiver of lien for a final payment, in the form provided by Contractor; (e) furnishing to Contractor proof of required insurance coverage in accordance with Article 6B; (f) furnishing Contractor applicable business license, sales tax numbers as well as proof of valid contractor's license for the State in which the Project is located. Subcontractor expressly assumes the risk of non-payment by the Owner to the Contractor. In addition to any other requirements of this Subcontract, the Subcontractor's right to Final Payment shall not arise unless and until the following conditions precedent to Final Payment have been satisfied: (a) approval and acceptance of Subcontractor's Application for Final Payment by Owner, Architect and Contractor; (b) completion of all "punch-list" work and other work required to bring the Work into compliance with Contract Documents; (c) delivery to Contractor or all manuals, "as-builts", all guarantees and warranties including those for material and equipment as required by the Contract Documents, and any documents required by federal, state or local statutes; (d) receipt of Final Payment for Subcontractor's Work by Contractor from Owner, (e) furnishing to Contractor satisfactory evidence by Subcontractor that all labor and material accounts incurred by Subcontractor in connection with its Work have been paid in full; (f) furnishing to Contractor a complete general release and final waiver of lien in form provided by Contractor. Subcontractor expressly assumes the risk of non-payments by the Owner to the Contractor. The Application for Final Payment amount will be previously paid under this Subcontract, less any Subcontractor costs or expenses paid by Contractor. No payment to Subcontractor, whether Progress or Final Payment, shall operate as an approval of Subcontractor's Work or material, or any part thereof, or constitute a waiver of any right by Contractor. Neither Progress nor Final Payments shall bear interest.
17. CAUSE TO WITHHOLD PAYMENT: Application for Payment Amounts, whether progress or final, may be reduced by Contractor on account of : (a) defective Work not remedied; (b) claims filed; (c) reasonable evidence indicating probability of filing claims; (d) failure of Subcontractor to make payments properly to its subcontractors or suppliers of material or labor, or applicable taxes, fees, and fringe benefits; (e) reasonable doubt that this Subcontract can be completed for the balance of the Subcontract Amount then unpaid; (f) any material breach of this Subcontract; (g) backcharges; or (h) monies previously paid to Subcontractor , payment of which was not properly chargeable by Subcontractor. If the said causes are not removed, within forty-eight (48) hours after receipt of notice to do so, Contractor may rectify the same at Subcontractor's expense. Unless prohibited by law, it is agreed that Contractor may setoff against the Subcontract Amount the amount of any setoff.
18. TIME: It is expressly UNDERSTOOD AND AGREED by and between the parties hereto that time is and shall be considered the essence of the Contract. The work of this subcontract shall be substantially completed not later than as directed by Project Schedule in Exhibit "J", subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.

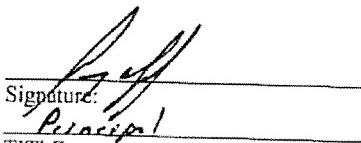
19. LINE, GRADES, AND MEASUREMENTS: Subcontractor has and assumes responsibility, cost and otherwise, for the accuracy of all lines, grades, measurements and their respective reference points, and when conditions are already established, the responsibility for correct knowledge of such conditions and conformity thereto.
20. PERMITS AND LAWS: Subcontractor shall at his expense obtain all necessary licenses and permits and comply with all applicable laws, ordinances, rules, regulations, orders, and requirements of the city, county, state, and federal government, and any board or commission or any other duly qualified body having jurisdiction over the work.
21. SUPERVISION: Subcontractor shall keep a representative at the Project site during all times that the Subcontractor's work is in progress, and such representative shall be authorized to represent the Subcontractor as to all phases of the work.
22. RESPONSIBILITY FOR THE WORK: Subcontractor shall at its expense, up to the final acceptance of the Project by the Owner: (a) take all necessary precautions to protect the work of other trades from any damage caused by Subcontractor's operations; (b) protect from damage or injury, by any cause whatsoever, the work, complete or otherwise, and all of Subcontractor's materials, supplies, tools, and equipment at or near the Project; (c) protect the site, Owner's property and all adjacent property from damage (including, but not limited to lateral support) due to Subcontractor's operations; and (d) waive any right of subrogation and cause all of its insurance companies to waive their rights of subrogation as to the Contractor and Owner.
23. Texas Electrical Contractors License 17382, Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, 1-800-803-9202, 1-512-463-6599; website: [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints).
24. STORAGE & CLEAN-UP: Subcontractor agrees to store all materials in his custody in such a manner as to prevent damage or loss and to daily Remove all rubbish, debris, and unused materials from the site or to pay for said daily removal.
25. COMPLETE AGREEMENT: There are no agreements or promises made that are not covered by the Contract. This written Contract covers all matters pertaining to this particular work. No changes, amendments, or modifications of the terms hereof shall be valid unless in writing and signed by both parties hereto.
26. Subcontractor is responsible for all utility locates as per Texas State Law House Bill 1669 and 2391 attached as Exhibit "G".
27. TERMINATION FOR CONVENIENCE: The Contractor shall have the right to terminate this Subcontract without fault of the Subcontractor. Upon receipt of notice from the Contractor of the termination, the Subcontractor shall do only that work set forth in the Contractor notice and shall preserve and protect the materials and equipment pertaining to the Subcontractor's work. In the event of such no fault termination, and subject to the conditions precedent to any payment to the Subcontractor set forth in this Subcontract, the Subcontractor shall be entitled to payment as its sole and exclusive remedy for the reasonable and actual direct cost for any work properly performed which is part of this contract, any materials, engineered products or equipment properly stored on site, and cancellation charges, if any, for only project specific equipment and engineered products, plus a markup of equal to the amount allowed in the Prime Contract or 10%, whichever is greater, for both overhead and profit etc.

IN WITNESS WHEREOF the said parties have hereunto set there hands and seals the day and year first above written.

SUBCONTRACTOR NAME:

CHAMBERS ENGINEERING, LLC

Signature:



TITLE

CONTRACTOR NAME:

JMEG, LP

Signature:

  
RUSSELL FERRARO  
SR. VICE PRESIDENT, JMEG GP, INC.



EXHIBIT "A"

## *Purchase Order*

2941 Trade Center, Suite 200  
Carrollton, Texas 75007  
(972) 590 5555

To: CHAMBERS ENGINEERING

Date:	01/31/11
P.O.	3345 905 001
Job #	3345
Deliver	TBD

Ship To: **JMEG, LP**

**Love Field Modernization Program  
7722 Aviation Place  
Dallas, Texas 75235  
g Zimmer (972) 880-6966**

Doug Zimmer (972) 880-6966

Salesman:	
Telephone:	Phone Number
Fax Number:	Fax Number
Invoice Terms:	First of the month following

Prepaid  
 Allowed  
 Ship Collect  
 Your Truck  
 Best Way



# chambers engineering, llc

December 21, 2010

Siemens Industries, Inc.  
8600 N. Royal Lane, Ste. 100  
Irving, Texas 75063

Attn: David Radtke

**RE: Love Field Modernization Project (Access Control, Video Surveillance  
Intercommunications & Exit Anti-Backflow System)**

Mr. Radtke:

Chambers Engineering, LLC. has been informed by JMEG Electrical Contractors that we are the apparent successful bidder. This letter of intent is offered to you as a notice of award for your services as per your quote 122010-00000-0323 in the amount of \$2,914,714.00. Extended Warranty (\$25,786) may be added at a later date.

It is the intent of Chambers Engineering, LLC. to enter into a formal subcontract agreement with Siemens Industries, Inc. if JMEG does indeed enter into a formal contract with Chambers Engineering, LLC.

Please review the specifications and prepare the appropriate submittals and shop drawings for products and materials to be used for the project, six (6) sets. Chambers Engineering, LLC. cannot be responsible for any cost associated with preparation of these submittals if formal prime contract is not received at the discretion of the JMEG.

For you to begin work, a certificate of insurance must be submitted prior to any work, including completion of the CCIP GL Enrollment Forms that were sent to you via email 12/01/10. If you intend to sub-tier any of your work, they will be required to submit a certificate of insurance also, along with any other forms that are required to work on the project. All insurance must be in accordance with the project requirements.

A formal subcontract is being drafted and will be issued to your company within a few weeks of this notice. We look forward to working with your company on this important project. Please feel free to call me at 817-726-1730 with any questions that you may have. Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary L. Chambers".

Gary L. Chambers  
Principal  
Chambers Engineering, LLC  
Cc: Contract



Love Field Modernization  
Dallas, TX  
Terminal Concourse Complex  
Bid Number TCP-03  
November 15, 2010

**Siemens revised quote reflecting changes from 95% Prints to IFC 100% Prints DLFM.**

Siemens will provide the equipment and labor to meet the intent of the Electronic Safety and Security for Bid Number TCP-03. Siemens will meet the equipment specifications for each of the following Sections:

- Section 28 05 00 Common work results for electronic safety and security
- Section 28 05 13 Conductors and cables for electronic safety and security
- Section 28 13 10 Integrated Access Control System (SSI)
- Section 28 13 11 Access Control System field panel
- Section 28 13 12 Access control card reader
- Section 28 16 44 Balanced magnetic switches and sensors
- Section 28 23 00 Video surveillance system
- Section 28 23 33 Exit anti-backflow system
- Section 27 51 23 Intercommunication system (previously it was Section 27 51 73)

Siemens will provide the equipment and labor to meet the intent of the Electronic Safety and Security for Bid Number TCP-03. That quoted price reflects the changes in device counts from the 95% Prints to the IFC Prints.

Siemens in agreement with JMEG, has negotiated the Avigilon video equipment be provided by R&D Professional Services (HUB – 20673; NCTRCA D/M/WBE – BMDB20872N1004). R&D Professional Services will provide an equipment quote to JMEG for installation by Siemens.

Siemens IFC proposal price	\$2,940,500.00
R&D Avigilon IFC equipment	\$2,770,713.75
Total IFC Security Solution	\$5,711,213.75

95% Proposal	\$4,441,779.00
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Delta IFC vs. 95%	\$1,269,434.75
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- Avigilon equipment \$273,503
- Exit Anti-Backflow equipment \$125,000
- Access equipment \$149,590
- Phase Warranty \$ 25,786
- Labor \$695,574
  - Exit Anti-Backflow labor \$ 8,160
  - Project Management labor \$ 43,887
  - Video Labor \$377,911
  - Access Control Labor \$265,616

**Siemens Industry, Inc.**

8600 N. Royal Lane  
Suite 100  
Irving, TX 75063

Phone 972-621-5729  
Fax 972-751-1194  
[www.sbt.siemens.com](http://www.sbt.siemens.com)  
Texas Security License B09536

david.radtke@siemens.com

# SIEMENS

IFC Prints	Description	95% Prints	Variance
2	FCWnx Reader capacity increase license, 256 to 512 readers per server	2	0
2	FCWnx Level 1 SSA Reader capacity license, 512 readers per server (Enterprise & Global Only)	2	0
1	FCWnx L2 Extended After Hours Support - up to 1024 Reader/Camera capacity, requires active Level 1 SSA	1	0
72	M5PXNPLUS PICTURE PERFECT - SERIEAL AND ETHERNET, 10/100MB	58	14
144	2RP READER INTERFACE UNSUPERVISED DI, 5V AND 12V READERS SUPPORTED, 4 DI UNSUPER	58	86
236	WIU-2 WIEGAND INTERFACE UNIT, CONVERTS MULTIPLE WIEGAND DATA FORMATS UP TO 40 BI	236	0
232	MULTICLASS RP40 READER, GRAY, PIGTAIL, FIPS201, ICLASS 200BIT\NDALA PROX (FORMAT NUMBER MUST BE SPECIFIED), STANDARD	212	20
49	MULTICLASS RPK40 READER W/KEYPAD, BLACK, PIGTAIL, ICLASS 75BIT GSAHID	22	27
6	ICLASS R90, LONG RANGE, READ ONLY, BLACK, TERMINAL, STD CONFIG, SIEMENS	0	6
6	Card Reader Pedestal	0	6
6	SBT 16DOR INTERFACE BOARD W/ 4-HARNESS CABLES, 1-GNDBUSS AND MOUNTING HARDWARE	0	6
72	Power Supply and Battery Back-Up, 7-a6-amp, 110/220VAC, FCC, CE listed, 7-Ah battery, Enclosure: 10 x 12 x 6 inches.	58	14
72	Recommended for M5 Controllers	30	42
72	POWER LIMITED	120	168
288	8 OUTPUT POWER SUPPLY/CHARGER WITH ACCESS POWER CONTROLLER - 12VDC OR 24VDC @ 6 AMP, PTC CLASS 2	30	42
72	BATTERY SLA 12V 18AH AGM VRLA TERM-NB	30	42
170	Battery Box	204	-34
26	INDUSTRIAL ALUMINUM HOUSING ARMORED CABLE/WIDE GAP/SPDT	14	12
4	O/H DOOR UNIVERSAL MAGNET/SPDT	10	-6
108	GATE MAGLOCK X RLS X 32D	88	20
33	Sounder / Strobe combo	20	13
22	SECURITRON 4000 LB. ELECTROMECHANICAL MAGLOCK,	2	0
33	SATIN STAINLESS, DOOR	22	0
27	Doortronics mushroom button pneumatic	2	31
22	Floor Mount Magnetic Door Holder	0	27
33	Emergency Pull Station Key Reset		
27	Delayed Egress Placard		

## Siemens Industry, Inc.

8600 N. Royal Lane  
Suite 100  
Irving, TX 75063

Phone 972-621-5729  
Fax 972-751-1194  
[www.sbt.siemens.com](http://www.sbt.siemens.com)  
Texas Security License B09536

david.radtke@siemens.com

# SIEMENS

IFC Prints	Description	95% Prints	Variance
1	Decommission, routing, termination, programming and commission	0	1
1	XE26 Audio Server Package	1	0
1	AlphaPro Software	1	0
58	62991 Cast WP Box	1	0
58	62927 WR Sub, Red But	64	-6
4	99705 RIO Unit	64	-6
11	99702 Relay Unit	4	0
2	1117 P.S. 24V DC 1.5A	11	0
5	96009 AlphaCom Din Rail	2	0
1	Exit Anti-Backflow System	5	0
1	Base software and hardware, remote command station	0	1
8	OUTPUT CCTV POWER SUPPLY - 24VAC @ 3.5 AMP OR 28VAC @ 3 AMP, FUSED OUTPUTS, ENCL. 8.5"H X 7.5"W X 3.5"D, 115VAC INPUT,	0	1
11	16 OUTPUT CCTV POWER SUPPLY - 24VAC @ 7 AMP OR 28VAC @ 6.25 AMP, FUSED OUTPUTS, ENCL. 13.5"H X 13"W X 3.25"D, 115VAC INPUT,	0	11
11	16 port rack mount cat5 rj45 surge pro	0	5
10	EDCO CAT6 surge pro	0	11
48	10.0TB-HD-NVR – Server, 10.0 TB Storage, 2U Rack Mount	0	10
0	16C 10.0TB-HD-NVR 16 camera channels 10TB	0	48
0	8C-10.0TB-HD-NVR 8 camera channels 10TB	21	-21
38	4C-HD-NVMS	29	-29
48	8C-HD-NVMS-ENT	2	36
2	HD-NVMS –ADD-1C	0	48
4	HD-VIEW-CL-SITE	33	-31
48	16MP-HD-PRO-C	4	0
0	5.0MP-HD-DN	41	7
6	ENC-4PORT	6	-6
38	2.0MP-HD-DOME-DN-H-IR	6	0
244	1.0MP-HD-DOME-DN	36	2
68	2.0MP-HD-DOME-DN	239	5
107	5.0MP-HD-DOME-DN	71	-3
31	1.0MP-HD-DOME-DN-H-IR	92	15
2	5.0MP-HD-DOME-DN-H-IR	22	9
257	DOME-IND-CEL	2	0
170	DOME-IDE-PLT	156	101
162	DOME-OD-PEND	156	14
162	PEND-GS-WALL	150	12
300	LC41214SC-SCV 4-12mm F/1.4, auto-iris	150	12
24	LEF163528CA Canon, 16-35mm, f/2.8, auto-iris vari-focal	468	-168
48	ACC-FEFCWNX-NVR GE FcWnx integration module	41	-17
24	ES-HD-PRO-S	50	-2
31	S24	19	5
48	ES-OPT-WALL-SL	27	4
24	ES-HD-PRO-S-HB	22	26
<b>Siemens Industry, Inc.</b>		41	-17

8600 N. Royal Lane  
Suite 100  
Irving, TX 75063

Phone 972-621-5729  
Fax 972-751-1194  
[www.sbt.siemens.com](http://www.sbt.siemens.com)  
Texas Security License B09536

david.radtke@siemens.com

# SIEMENS

IFC Prints	Description	95% Prints	Variance
0	ES-HD	6	-6
0	ES-OPT-WALL-S	6	-6
5	PR-ON-1D	5	0
0	HD-NVR-EXPIS-96TB	15	-15
71	DOME-OD-PEND	0	71
71	PEND-GS-Wall	0	71
18	LEF247028CA Canon, 24-70mm,f/2.8, auto-iris vari-focal	0	71
6	LEF1428CA – Canon, 14mm,f/2.8, auto-iris	0	18
28	LC92016KW-Kowa 9-20mm f/1.6, auto-iris, ir corrected	0	6
1	FSC1714TH-Ultra wide angle theia 1.7mm f/1.8, auto-iris	0	28
161	LC2612TA- Tamron 2.4-6mm, f/1.2, auto-iris	0	1
		0	161

## Siemens Industry, Inc.

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Texas Security License B09536

[david.radtke@siemens.com](mailto:david.radtke@siemens.com)

HENSEL PHELPS CONSTRUCTION CO.  
STANDARD INSURANCE CERTIFICATE

**Subcontractor's CERTIFICATE OF INSURANCE**

[ISSUE DATE (MM/DD/YY)]

**PRODUCER**

<input type="checkbox"/>		

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**INSURED**


PHONE NO. A/C

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER	A
COMPANY LETTER	B
COMPANY LETTER	C
COMPANY LETTER	D
COMPANY LETTER	

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

COLTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$ 2,000
x	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMM/GPS AGGREGATE	\$ 2,000
<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	Policy includes Contractual Liability coverage in accordance with standard ISO CG policy language			PERSONAL & ADVERTISING INJURY	\$ 2,000
	OWNER'S & CONTRACTOR'S PROTECTIVE				EACH OCCURRENCE	\$ 2,000
x	PERSONAL INJURY EMPLOYEE EXCLUSION DELETED				FIRE DAMAGE (ANY ONE FIRE)	\$ 50
x	EXPLOSION, COLLAPSE AND UNDERGROUND HAZARD	Per Project Aggregate Applies			MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
x	THE CERTIFICATE HOLDER HAS BEEN ADDED AS ADDITIONAL INSURED ON THIS COVERAGE				Deductible/Self-Insured Retention In Dollars	
	AUTOMOBILE LIABILITY				DEDUCTIBLE	\$
x	ANY AUTO				SELF-INSURED RETENTION	\$
	ALL OWNED AUTOS					
	SCHEDULED AUTOS				CSL	\$2,000
	Hired Autos				BODILY INJURY (PER PERSON)	\$
	NON-OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	GARAGE LIABILITY				PROPERTY DAMAGE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	AGGREGATE
	OTHER THAN UMBRELLA FORM	... If necessary to cover difference in limits when compared to minimum coverage required			\$1,000,000	\$1,000,000
	WORNER'S COMPENSATION AND EMPLOYERS' LIABILITY INCLUDING OFFICERS, PARTNERS AND SOLE PROPRIETORS (Policies Contain Waiver of Subrogation)				STATUTORY	
					\$1,000	(EACH ACCIDENT)
					\$1,000	(DISEASE - POLICY LIMIT)
					\$1,000	(DISEASE - EACH EMPLOYEE)
	OTHER					
	In addition to the certificate holder, the following parties have been named as additional insured on the above referenced policies, per CG 20 10 11 BS.					
	Hensel Phelps Construction Co., Love Field Modernization Program, Love Field Airport, Southwest, the City, LFAMC, and Airport and Aviation Professionals are named as Additional Insureds as respects General Liability, Auto, and Excess Liability. All rights are waived against Southwest, the City, and the LFAMC, as well as their agents, Officers, partners, directors and employees of recovery of damages to the extent these damages are covered by the above insurance policies.					
	The insurance coverage provided by the Subcontractor shall be primary and any other insurance coverage carried by the additional insured shall be excess insurance.					
	Is Workers' Compensation Insurance in force in all states? If "No," list state(s) insurance is in force:					

<input checked="" type="checkbox"/>	HENSEL PHELPS CONSTRUCTION CO.
Job No.:	7000005
1722 Aviation Place	
Dallas, TX 75235	
_____	
_____	

Should any of the above described policies be cancelled before the expiration date thereof, or not renewed at expiration date, the issuing company will mail 30 days written notice to the named certificate holder. All terms of this certificate which are applicable to the described policies shall apply to the required renewals thereof.

AUTHORIZED REPRESENTATIVE

No. 732  
Revised 02/21/06

1. Schedule, coordinate and obtain all inspections for this scope of work, as required by any authorized agency or applicable code. Arrangements for the inspection of any area, system, equipment, etc., needed testing or inspection prior to being covered up must be made by the subcontractor in sufficient time to allow for inspections. The Construction Managers Superintendent shall be made aware of all scheduled inspections.
2. Provide input into the CPM schedule to meet the submittal timeframes required by the Owner. Input includes but is not limited to a list of activities, durations, manpower, equipment, cost loading (if required), and schedule coordination meeting attendance.
3. The Construction Manager or Owner will provide initial primary survey control for the Subcontractor. It is the responsibility of the Subcontractor to maintain and preserve all layout established by the Construction Manager or Owner. If layout is destroyed by this Subcontractor, it will be replaced at the Subcontractor's expense.
4. Provide all water required for this operation, including drinking water for their employees.
5. Provide temporary protection and support for all work adjacent to or susceptible to damage by this scope of work.
6. All structural analysis required are to be stamped by a registered engineer of the State of Texas.
7. Sanitation facilities will be provided by CMR for use by all employees on site.
8. Subcontractor is responsible for all hoisting required for their work, beyond hoisting provided by the project as shown in the site utilization plan.
9. Provide task lighting and access as required to support this scope of work.
10. Subcontractor is responsible for their reproduction costs.
11. Subcontractor will comply with the Site Utilization Plan and Safety Plan.
12. Provide all traffic control required that is in addition to what is currently on site to effectively conduct the work of this scope inclusive of flagging, temporary lane closures and temporary barricades.
13. Install, maintain and leave in place all OSHA required handrails and hole protection at any floor opening or building perimeter exposed by this scope of work or encountered during this scope of work.
14. Driving surface cleaning required due to a Subcontractors operation shall be by the Subcontractor and shall commence immediately and continue until all driving surfaces are cleaned to the approval of the Construction Manager's Superintendent.
15. Availability of lay-down area for materials and equipment is extremely limited. Subcontractors may be required to schedule and coordinate deliveries on an as needed basis and coordinate all deliveries with the Construction Manager's Superintendent.
16. Equipment delivery, assembly, and relocating may be required outside normal business hours and must be coordinated with the Construction Manager's Superintendent.

17. Provide all necessary information to facilitate coordination efforts and drawing production with BIM methods. Attend and participate in all weekly coordination meetings if required.
18. Develop, submit and implement a work plan that is acceptable to Construction Manager and the Airport Authorities.
19. Develop, submit and implement a "F.O.D" (Foreign Object Debris) plan that is acceptable to Construction Manager and the Airport Authorities.
20. All Subcontractor personnel must attend Hensel Phelps Construction Co. safety orientation and receive a badge through the Hensel Phelps Jobsite Office.
21. Validate all permits associated with this scope of work.
22. Comply with the Contaminated Materials Management Plan.
23. Hensel Phelps Construction Co.'s contract with the Owner includes liquidated damages clauses which designates liquidated damages as follows:
  - \$25,000 calendar day beyond substantial completion of for gate component.
  - \$10,000 calendar day beyond project substantial completion date.
  - \$1,000 per hour of delay with all runways and taxiways.
24. Provide a fire watch for all hot work operations performed during this scope of work.
25. Davis Bacon wage rate determination TX080058 – Building – dated 04/10/09 is mandated for this scope of work.
26. Includes all transportation equipment and costs associated with transporting employees to and from the parking/staging areas to appropriate work areas.
27. All cost and coordination associated with Burn Permits required by the City of Dallas or any other controlling entity.
28. All cost associated with individual background checks, fingerprinting and badging. Any costs associated with lost, stolen or misplaced badges are at the sole expense of the subcontractor and not reimbursable.
29. Complete all demolition as shown on electrical, fire alarm, and special systems drawings, including all temporary work as necessary to achieve all phasing requirements of the project.
30. System testing, adjusting, and balancing by an independent agency will be provided by the Owner. Subcontractor is responsible for preparation, startup and coordination of the testing procedures.
31. Furnish and install all block-outs, penetrations, escutcheons, sleeves, anchor bolts, etc. Failure to do so will result in the block-outs, sleeves or anchor bolts having to be cut in or relocated at the Subcontractor's expense.
32. Provide a competent individual for pour watch, operations for each and every concrete placement where the Subcontractor has embedded, sleeved or blocked out items.
33. Caulk, seal, sound caulk and fire-stop all penetrations created by or for this Subcontractor in accordance with contract documents.
34. Provide all qualified riggers and flaggers required to rig and flag all materials and equipment that are being hoisted by the project hoisting equipment. All riggers

- and flaggers shall be trained and qualified in their trade in accordance with the new crane regulations being released in November 2010.
- 35. Furnish all access doors required for accessing work installed under this Subcontract for installation by the Drywall Subcontractor.
  - 36. Shut downs or tie-ins must be performed during off hours with an approval facility impact request submitted in accordance with the established FIR procedure.
  - 37. Provide full warranties after final acceptance of the work by the Owner.
  - 38. Furnish and install all roof curbs, guy wires, gaskets and/or sleepers that are required for roof top equipment or penetrations.
  - 39. Perform all saw cutting, demolition, excavation, concrete encasement and backfill as required. Subcontractor to comply with all Dig Tess and LFMP dig permit requirements.
  - 40. Escalation for material has been included for the duration of the project.
  - 41. Dewatering of trenches or foundation work associated with this Subcontractor's scope of work.
  - 42. Provide, maintain, and remove, any equipment, cabling or pathways for temporary service during shut-downs and tie-ins.

## EXHIBIT "B"

### SUBCONTRACTOR FINAL LIEN WAIVER

Project Name: \_\_\_\_\_

Subcontractor/Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

The undersigned has therefore provided labor and/or materials for improvements at the above described project.

By this instrument, the undersigned (being a subcontractor and/or supplier of material for the construction on a portion of the above described project) agrees to look for payment solely to JMEG, LP (the Contractor for the construction of improvements on said project) and in consideration of the final payment in the amount of \_\_\_\_\_, does hereby waive and release any and all liens on such above described project and all improvements presently or hereafter erected thereon and further waives and releases all rights to hereafter perfect any lien on such project and/or improvements.

The undersigned also certifies that all work, labor, materials, machinery, and equipment furnished by the undersigned to date (including all taxes) have been fully paid for and that there are not amounts unpaid in favor of any subcontractor or materialman or any other person furnishing labor and materials utilized on the basis of which any lien (commonly called a mechanic's or materialman's lien) has been or can be filed for work done or materials, machinery, or equipment furnished to said structures, property, or facilities, or any part thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public in and for County of \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Notary Seal)

## EXHIBIT "B"

### SUBCONTRACTOR PARTIAL LIEN WAIVER

Project Name:

Subcontractor/Supplier:

Address:

The undersigned has therefore provided labor and/or materials for improvements at the above described project.

By this instrument, the undersigned (being a subcontractor and/or supplier of material for the construction on a portion of the above described project) agrees to look for payment solely to JMEG, LP (the Contractor for the construction of improvements on said project) and in consideration of the partial payment in the amount of \_\_\_\_\_, does hereby waive and release any and all liens on such above described project and all improvements presently being erected.

The undersigned also certifies that all work, labor, materials, machinery, and equipment furnished by the undersigned to date (including all taxes) have been fully paid for, and that there are not amounts unpaid in favor of any subcontractor or materialman or any other person furnishing labor and materials utilized on the basis of which any lien (commonly called a mechanic's or materialman's lien) has been or can be filed for work done or materials, machinery, or equipment furnished to said structures, property, or facilities or any part thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Type or Print Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Title

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public in and for County of \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Notary Seal)

## **Exhibit "C"** **SUBCONTRACTOR INSURANCE REQUIREMENTS**

### **1. GENERAL LIABILITY INSURANCE – OCCURANCE FORM**

- a) The Subcontractor shall purchase and maintain Commercial General Liability insurance, written on an ISO Occurrence form (1998 or later), with at least the following limits of liability:

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Legal Liability	\$ 50,000
Medical Expense	\$ 5,000

- b) The Subcontractor shall maintain Commercial General Liability coverage for itself and all Additional Insureds, in accordance with the requirements contained herein, for the duration of the project and until final acceptance by owner. The Subcontractor shall specifically maintain Completed Operations coverage for itself and all Additional Insureds, in accordance with the requirements contained herein, until the applicable statute of repose has expired.

- c) The Subcontractor's Commercial General Liability Insurance policy shall provide coverage for contractual liability assumed in an "insured contract" AND shall contain a definition of an "insured contract" that is identical to that found in the unaltered ISO CG 00 01 10 01 policy form. The Subcontractor's contractual liability coverage shall specifically provide coverage for Completed Operations until the applicable statute of repose has expired. Defense costs shall be paid outside the limits of liability.

- d) Required Endorsements:

- 1) JMEG, LP, Owner and all other required parties, pursuant to the Prime Contract, shall be included as Additional Insureds on the Subcontractor's Commercial General Liability policy. The coverage for the Additional Insureds shall be as broad as the coverage provided for the named insured subcontractor and shall specifically include coverage for Ongoing Operations AND Completed Operations. The coverage for the Additional Insureds shall apply as primary and non-contributory insurance before any other insurance available to the Additional Insured(s).
- 2) The General Aggregate Limit shall apply separately to each project.
- 3) The Subcontractor's Commercial General Liability policy shall be endorsed to reflect the insurer's waiver of any subrogation rights it may have against any of the Additional Insured parties.

- e) Prohibited Exclusionary Endorsements

- 1) Subsidence
- 2) Exterior insulation finish systems
- 3) Work performed by subcontractor/vendor
- 4) Residential (prohibited for residential projects only)
- 5) Contractual Liability (endorsements that exclude contractual liability coverage for Completed Operations and/or endorsements that delete, modify or alter the definition of an "insured contract" in any way which causes the language to differ from the unaltered ISO CG 00 01 10 01 policy form)

## **2. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

- a) The Subcontractor shall purchase and maintain Worker's Compensation insurance, providing statutory coverage for all of the Subcontractor's employees for the state in which the project is located.
- b) The Subcontractor shall purchase and maintain Employer's Liability insurance with at least the following limits of liability:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee
- c) The Subcontractor's Worker's Compensation and Employer's Liability policy shall be endorsed to reflect the insurer's waiver of any subrogation rights it may have against any of the Additional Insured parties.

## **3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

- a) The Subcontractor shall purchase and maintain (until the applicable statute of repose has expired) Business Automobile Liability insurance with at least the following limits of liability:

Bodily Injury and Property Damage	\$1,000,000 Each Accident – Combined Single Limit
-----------------------------------	---
- b) The Subcontractor's Business Automobile Liability policy shall provide coverage for Any Auto, or in the alternative, shall provide coverage for all Owned, Non-Owned and Hired Autos.
- c) JMEG, LP, Owner and all other required parties, pursuant to the Prime Contract, shall be included as Additional Insureds on the Subcontractor's Business Automobile Liability policy.
- d) The Subcontractor's Business Automobile Liability policy shall be endorsed to reflect the insurer's waiver of any subrogation rights it may have against any of the Additional Insured parties.
- e) The Subcontractor's Business Automobile Liability Insurance policy shall provide coverage for contractual liability assumed in an "insured contract" AND shall not contain any endorsement that deletes, modifies or alters the definition of an "insured contract" from that contained in the unaltered ISO policy form.

## **4. UMBRELLA LIABILITY INSURANCE**

- a) The Subcontractor shall purchase and maintain (until the applicable statute of repose has expired) Commercial Umbrella Liability insurance with at least the following limits of liability:

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
- b) The Subcontractor's Commercial Umbrella Liability policy shall follow the form of the underlying Commercial General Liability policy, Business Automobile Liability policy and Employer's Liability policy AND shall reflect the insurer's waiver of any subrogation rights it may have against any of the Additional Insured parties. The Subcontractor's Commercial Umbrella Liability policy shall include a drop-down provision that provides coverage in the event that the limits of insurance available under any of the underlying policies of insurance have been reduced or exhausted, regardless of whether the claims paid under the underlying policies would have been covered by the Umbrella Liability policy.
- c) JMEG, LP, Owner and all other required parties, pursuant to the Prime Contract, shall be included as Additional Insureds on the Subcontractor's Commercial Umbrella Liability policy. The coverage for the Additional Insureds shall apply as primary and non-contributory insurance before any other insurance available to the Additional Insured(s), other than coverage available to the Additional Insured(s) under one of the Subcontractor's underlying policies of insurance.

## **5. CERTIFICATES OF INSURANCE**

- a) The Subcontractor shall not provide work or service pursuant to this agreement until a properly completed **Original** ACORD form certificate of insurance evidencing the types of coverages and limits specified in the "Sample Certificate of Insurance" attached hereto as "Article 1" and incorporated into this agreement by reference for all intents and purposes, has been received and approved by JMEG, LP.
- b) The Subcontractor shall not provide work or service pursuant to this agreement until a properly completed "Subcontractor Insurance Compliance Statement" attached hereto as "Article 2" and incorporated into this agreement by reference for all intents and purposes, has been received and approved by JMEG, LP.
- c) It is hereby expressly agreed and understood that any language contained or not contained in the "Sample Certificate of Insurance" attached hereto as "Article 1" and/or the "Subcontractor Insurance Compliance Statement" attached hereto as "Article 2", shall not modify, or relieve the Subcontractor of any obligations to comply with, the insurance requirements stated herein.

## **6. MISCELLANEOUS PROVISIONS**

- a) Each of the Subcontractor's insurance policies required herein must be written to provide that JMEG, LP, will receive at least 30 days advance written notice of any cancellation, non-renewal or material change in the Subcontractor's insurance coverage under such policy.
- b) If the Subcontractor fails to purchase and/or maintain the insurance required herein, JMEG, LP, shall have the right (but is not obligated) to procure and maintain said insurance and the Subcontractor shall pay the cost thereof and provide all necessary information to effect such insurance.
- c) The Subcontractor's purchase and/or maintenance of any insurance required herein shall in no way be interpreted as relieving the Subcontractor of any responsibility beyond the required limits of insurance. The Subcontractor may secure, at the Subcontractor's own expense, such additional insurance as the Subcontractor deems necessary.
- d) No insurance policy carried by the Subcontractor shall be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the Insurance Requirements stated herein. JMEG, LP's decision thereon shall be final.
- e) Each of the Subcontractor's insurance policies required herein must be written through companies duly entered and authorized to transact that class of insurance in the state in which the job is located, and said Insurance Companies must have an A.M. Best rating of A-, VII or better in the most recent Best's Key Rating Guide.
- f) The approval, disapproval or failure to act by JMEG, LP, regarding any insurance supplied by, or required of the Subcontractor shall not relieve the Subcontractor of any liability for damages and shall not be construed as a waiver of any right JMEG, LP, may have pursuant to this Agreement or otherwise.
- g) No special payments shall be made to the Subcontractor for any insurance purchased and/or maintained by the Subcontractor. The costs of all insurance policies supplied by, or required of the Subcontractor are included in the contract price.
- h) Upon request by JMEG, LP, the Subcontractor shall promptly make available for inspection any policy of insurance maintained by Subcontractor, including all endorsements thereto.
- i) No insurance policy carried by the Subcontractor shall contain a deductible or self-insured retention in excess of \$25,000. All deductibles and/or retentions shall be paid by the Subcontractor, regardless of the identity of the party entitled to the insurance proceeds, and the Subcontractor shall not be entitled to reimbursement for said deductibles and/or retentions.
- j) Subcontractor shall require all sub-subcontractors to fully comply with the Insurance Requirements stated herein, including but not limited to, the procurement and maintenance of all policies of insurance herein required and the completion of the "Sample Certificate of Insurance" and the "Subcontractor Insurance Compliance Statement" attached hereto as "Article 1" and "Article 2".

**"Article 1"**

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>			
		DATE (MM/DD/YY) XX/XX/XX			
<b>PRODUCER</b>		<p>Name of Insurance Agency License # XXXXXXXX          Street Address          City, State, Zip          Phone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX</p> <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>			
		<b>COMPANIES AFFORDING COVERAGE</b>			
		COMPANY A	XXXXXXXXXXXXXXXXXX		
		COMPANY B	XXXXXXXXXXXXXXXXXX		
		COMPANY C	XXXXXXXXXXXXXXXXXX		
		COMPANY D	XXXXXXXXXXXXXXXXXX		
<b>INSURED</b>					
		<p>Name of Contractor          Street Address          City, State, Zip</p>			
<b>COVERAGES</b>		<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p>			
CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE \$2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$2,000,000
	<input type="checkbox"/> CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY \$1,000,000
					EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				FIRE DAMAGE (Any one fire) \$50,000
	POLICY				MED EXP (Any one person) \$5,000
	X PROJECT				
LOCATION					
B	AUTOMOBILE LIABILITY	XXXXXXXXXX  OR "ANY AUTO"	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT \$1,000,000
	ANY AUTO				BODILY INJURY (Per person)
	X ALL OWNED AUTOS				BODILY INJURY (Per accident)
	SCHEDULED AUTOS				PROPERTY DAMAGE
	X HIRED AUTOS				EACH OCCURRENCE \$2,000,000
	X NON-OWNED AUTOS				AGGREGATE \$2,000,000
C	EXCESS / UMBRELLA LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	X STATUTORY LIMITS
	X OCCUR <input type="checkbox"/> CLAIMS MADE				EACH ACCIDENT \$1,000,000
	DEDUCTIBLE				DISEASE-POLICY LIMIT \$1,000,000
	RETENTION \$				DISEASE-EACH EMPLOYEE \$1,000,000
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				
	THE PROPRIETOR/ PARTNERS/EXEC OFFICERS ARE: X INCL <input type="checkbox"/> EXCL				
	OTHER				
Professional Liability/E&O Ins	Limit of Liability				
<p>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: (The complete address of the property and/or reference to the contract (contract title, parties to the contract and contract date) should be included or "All Projects".) - JMEG, LP, Owner and all their respective affiliates subsidiaries, successors, directors, officers, employees and agents [and any other parties required by your subcontract agreement] are included as additional insureds for both ongoing and completed operations with respect to the General Liability, Auto and Umbrella Policies. A waiver of subrogation is included in favor of the additional insured parties with respect to the General Liability, Workers' Compensation, Auto and Umbrella Policies.</p>					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		
JMEG, LP 2941 Trade Center Dr., #200 Carrollton, TX 75007			<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</p>		
			AUTHORIZED REPRESENTATIVE		
			ACORD CORPORATION		

**"Article 2"**  
**Subcontractor Insurance Compliance Statement**

Dear Insurance Agent,

The purpose of this form is to request your assistance in confirming that the insurance requirements contained in the Subcontract Agreement between your client, \_\_\_\_\_, and JMEG, LP, have been met. Your assistance in completing the following is appreciated.

Insurance Agent Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tele/Fax/E-mail: \_\_\_\_\_

Please accurately answer all the questions below regarding the subcontractor's General Liability, Auto, Workers' Compensation and Umbrella policies. A yes or no answer will not necessarily be determinative of your client's compliance with their contractual obligations.

- Does the Subcontractor's Commercial General Liability policy provide subcontractor with coverage for completed operations and products liability exposures: Yes \_\_\_\_\_ No \_\_\_\_\_
- Are defense costs paid "outside of" the policy limits: Yes \_\_\_\_\_ No \_\_\_\_\_
- Does the Subcontractor's Commercial Auto Liability policy provide coverage for all vehicles Owned, Hired, Operated, Borrowed or in any other way utilized by the Subcontractor: Yes \_\_\_\_\_ No \_\_\_\_\_
- Are all contractually required parties included as Additional Insureds on subcontractor's commercial general liability policy for both ongoing and completed operations: Yes \_\_\_\_\_ No \_\_\_\_\_
- Does the Umbrella Liability Policy contain limits of at least \$2,000,000: Yes \_\_\_\_\_ No \_\_\_\_\_
- Does the Umbrella Liability Policy sit in excess of the General Liability, Auto Liability and Employer's Liability policies without gaps between the limits: Yes \_\_\_\_\_ No \_\_\_\_\_
- Is the Umbrella Policy a follow form Occurrence policy: Yes \_\_\_\_\_ No \_\_\_\_\_
- Does the subcontractor's Workers' Compensation policy provide coverage for all of the individuals that will be working on this project on subcontractor's behalf: Yes \_\_\_\_\_ No \_\_\_\_\_
- Does the Subcontractor's Commercial General Liability Insurance provider have an A.M. Best rating of at least "A-, VII": Yes \_\_\_\_\_ No \_\_\_\_\_
- Do any of the subcontractor's policies contain a deductible or self-insured retention in excess of \$25,000: Yes \_\_\_\_\_ No \_\_\_\_\_

**Are any of the following restrictive endorsements (exclusions) on the above Subcontractor's Commercial General Liability or Umbrella Liability policies?**

- Residential or multi-family exclusion: Yes \_\_\_\_\_ No \_\_\_\_\_
- Subsidence or earth movement exclusion: Yes \_\_\_\_\_ No \_\_\_\_\_
- Mold, Fungus or indoor air quality exclusion: Yes \_\_\_\_\_ No \_\_\_\_\_
- Contractual Liability Coverage exclusion (i.e. has the definition of an "insured contract" been modified, deleted or otherwise altered in any way which caused the language to differ from the unaltered ISO CG 00 01 10 01 policy form): Yes \_\_\_\_\_ No \_\_\_\_\_
- Damage to work performed by Subcontractor exclusion: Yes \_\_\_\_\_ No \_\_\_\_\_
- Third-party-over action exclusion: Yes \_\_\_\_\_ No \_\_\_\_\_

Agent's Signature \_\_\_\_\_

Date \_\_\_\_\_

Please fax this completed form AND the Certificate of Insurance (as well as all endorsements evidencing the coverages contained therein) to (972) 590-5590 (to be followed by originals). Thank you.

**EXHIBIT "D"**

TO: Chambers Engineering, LLC

FROM: JMEG, LP

DATE: Feb. 8, 2011

RE: Subcontractor's responsibility for the  
OSHA Hazard Communication Standard

As required by a new OSHA Standard (effective May 23, 1988), we request that you supply our main office with Material Safety Data Sheets (MSDS) on any hazardous materials that you have on site, or plan to bring on site, to complete your work according to your Subcontract. We will, in turn, supply your office with MSDS on materials used by our employees or other project trades to which your employees may be exposed.

OSHA holds you responsible for the safety and healthy of your employees. It is your responsibility for having a Hazard Communication Program that meets the requirements outlined by OSHA.

In addition, you are responsible for removing excess chemicals and/or hazardous materials which you have brought or might bring to the job site. Surplus hazardous materials and their containers (even if empty) will not be placed in job site trash dumpsters or trash containers which will result in disposal at public trash dumps.

Please contact our office to answer any questions or to clarify any issues.

Sincerely: RAY NAIZER  
President

Reference: Subcontract #3345905001

**EXHIBIT "E"**

**JMEG, LP BILLING SCHEDULE**

Subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

Job Number: \_\_\_\_\_

Billing Number: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Payment Req. No.: \_\_\_\_\_

Original Contract Amount.....\$\_\_\_\_\_

Confirmed Change Orders.....\$\_\_\_\_\_

Revised Contract Amount.....\$\_\_\_\_\_

Total Completed and Stored To Date.....\$\_\_\_\_\_

Less Retainage .....\$(\_\_\_\_\_)

Total Earned Less Retainage .....\$\_\_\_\_\_

Less Previous Billings .....\$(\_\_\_\_\_)

Amount Due This Billing.....\$\_\_\_\_\_

**EXHIBIT "F"**

**SUBCONTRACTOR INFORMATION SHEET**

1. The subcontractor is responsible for storage, protection, and installation of materials during construction.
2. On site storage is not provided by JMEG, LP.
3. Materials will NOT be accepted by JMEG, LP without prior arrangements.
4. Materials not stored on the job site must be stored in a bonded warehouse or a facility acceptable to the owner, in order to qualify for payment as stored materials. Certification of bonded warehouse and current certificate of insurance must be received and approved prior to release of payment by contractor to subcontractor.
5. Waste disposal, sanitary portable toilets, and temporary power will be provided by General Contractor. All other requirements are to be provided by this subcontractor.
6. Check-in with JMEG, LP Project Supt. upon arrival and departure of job site. Daily work reports must be turned in daily. Forms will be furnished at our field office.
7. Upon the completion of the project, a record of as-built drawings must be provided.
8. Latest contract documents will be located at the job site for review.
9. Any questions regarding installation must be sent in writing to the Project Manager.
10. Revisions are NOT to be made to the system unless written approval from JMEG, LP is received.
11. Revision proposals are to include a scope describing the change as well as any delivery schedules. Proposals are to have a cost breakdown showing material, labor, taxes, and fees.
12. The subcontractor's personnel must attend JMEG, LP safety meeting weekly or conduct it's own with documentation to JMEG, LP.
13. This is a drug free project. All persons detected under the influence will be removed from the project.

**EXHIBIT "G"**

Page 1 of 7

**CONTRACTOR FORMS AND INFORMATION**

SUBCONTRACTOR: Chamber Engineering, LLC

RE: Love Field Terminal  
Dallas, TX

Gentlemen:

Certificate from contractor Appointing Officer or employee to supervise payment of employees, Exhibit "H" should be submitted with your first payroll.

This is a State of Texas project and subject to the wage scale as listed in this Exhibit.  
Note: These wage scales apply to on-site work only.

Two copies of weekly certified payrolls are required on this project. They shall be submitted weekly to JMEG, LP, 2941 Trade Center Dr., Suite #200, Carrollton, TX 75007, Attention: Randy Wissell, on Form WH-347 included in this Exhibit.

**U.S. Department of Labor**  
Employment Standards Administration

U.S. Department of Labor

PAYROLL

(For Contractor's Optional Use: See Instruction Form WH-347.)

NAME OF CONTRACTOR  OR SUBCONTRACTOR   
PERSONS are not required to respond to the collection of information unless it displays a currently valid OMB control number.  
OMB CONTROL NUMBER: 1215-0001  
ADDRESS:

三

maintaining the data needed and committing an average of 55 minutes to complete this collection of information.

information, including suggestions for reducing this burden. Send them to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20585.

Washington, D. C. U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.

Date \_\_\_\_\_

[Name of Signatory Party] \_\_\_\_\_

(Title) \_\_\_\_\_

of the State \_\_\_\_\_

- (1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor)

on the \_\_\_\_\_

(Building or Work)

during the payroll period commencing on the \_\_\_\_\_

30F

6

PAGE 7

day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly

from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 312.9 CFR Subtitle A, issued by the Secretary of Labor under the Copland Act, as amended (48 Stat. 948; 63 Stat. 1056; 72 Stat. 967; 76 Stat. 157; 40 U.S.C. 276c), and described below:

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work to be performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program, registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.
- (4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

REMARKS

NAME AND TITLE	SIGNATURE
THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 211 OF THE UNITED STATES CODE	

## EXHIBIT "G" PAGE 4 OF 7

LOVE FIELD TRAMMILAR WAGE SCALE

TX080058 MOD 6 REVISED 07/24/09 TX58

\*\*\*\*\* THIS WAGE DETERMINATION WAS REPLACED ON 07/24/09\*\*\*\*\*  
General Decision Number: TX080058 04/10/2009

Superseded General Decision Number: TX20070060

State: Texas

Construction Type: Building

Counties: Dallas, Ellis, Kaufman and Rockwall Counties in  
Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). Use current HIGHWAY GENERAL WAGE DETERMINATION FOR PAVING AND UTILITIES INCIDENTAL TO BUILDING CONSTRUCTION)

Modification Number	Publication Date
0	02/08/2008
1	03/28/2008
2	04/11/2008
3	06/06/2008
4	12/05/2008
5	01/23/2009
6	04/10/2009

BRTX0001-006 06/01/2006

	Rates	Fringes
BRICKLAYER.....	\$ 19.00	6.48
CARP0429-001 05/01/2000		

	Rates	Fringes
CARPENTER.....	\$ 15.95	2.92
ELEC0020-003 12/01/2008		

	Rates	Fringes
Electricians:		
Cable Splicer.....	\$ 25.36	4.50+12.5%
Electrician.....	\$ 23.20	4.50+12.5%
ENG10178-003 06/01/2008		31.17

	Rates	Fringes
Cranes:		
Hydraulic Crane (35 ton & under).....	\$ 22.70	8.60
Hydraulic over 35 tons, Derricks, Overhead Gantry, Stiffleg, Tower, etc., and Cranes with		

## EXHIBIT "G" PAGE SOF 7

Piledriving or Caisson attachments.....	\$ 23.70	8.60
-----		
IRON0263-001 06/01/2007		

	Rates	Fringes
Ironworkers:		
Structural.....	\$ 20.10	4.60
-----		
PLAS0061-001 05/01/1993		

	Rates	Fringes
PLASTERER.....	\$ 19.06	2.94
-----		
* SFTX0669-001 04/01/2009		

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.90	14.30
-----		
SUTX1989-005 11/01/1989		

	Rates	Fringes
Acoustical Installer.....	\$ 12.16	
Brick Tender.....	\$ 8.60	1.30
CEMENT MASON/CONCRETE FINISHER...	\$ 11.38	
DRYWALL HANGER.....	\$ 11.71	
FLOOR LAYER: CARPET (SOFT) FLOOR.....	\$ 13.13	
GLAZIER.....	\$ 12.26	1.10
IRONWORKER, REINFORCING.....	\$ 10.33	2.94
Laborer, Unskilled (Excluding Landscape Laborers).....	\$ 7.58	1.30
LATHER.....	\$ 17.38	1.04
Mechanical Insulator.....	\$ 10.55	1.00
Painters:		
Brush & Spray.....	\$ 10.76	2.20
Painters doing drywall finishing only.....	\$ 10.42	
PAPERHANGER.....	\$ 11.30	2.20
Plasterer tender.....	\$ 9.00	
Plumbers and Pipefitters (Including HVAC Work).....	\$ 12.80	1.63

## EXHIBIT "G" PAGE 6 OF 7

Power equipment operators:	
Backhoes.....\$ 10.64	1.41
Front End Loaders.....\$ 8.77	
 ROOFER, Including Built Up, Composition and Single Ply	
Roofs.....\$ 9.45	1.04
 Sheet metal worker (Including HVAC Work).....\$ 12.80	2.05
 TILE SETTER.....\$ 13.75	

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor

*EXHIBIT "G" PAGE 7 OF 7*

200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EXHIBIT "H"

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR  
EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

PROJECT NAME: Love Field Terminal

Date: 2/8/2011

LOCATION: Dallas, TX

Project No.: 3345

I hereby certify that we are a sub contractor to another sub contractor for construction in connection with construction of the above mentioned project, and that I have appointed \_\_\_\_\_, whose signature appears below, to supervise payment of our employees beginning \_\_\_\_\_; that he or she is in a position to have full knowledge of the facts set forth in the payroll documents, standard Monthly Employment Utilization Report, and in the statement of compliance required by the Copeland Act and the City of Dallas for which he or she is to execute with our full authority and approval until such time that I submit to the City of Dallas with a new certificate appointing some other person for the purpose herein above stated.

\_\_\_\_\_  
Payroll Supervisor

Phone :

Attest

Chambers Engineering, LLC

\_\_\_\_\_  
By:

*EXHIBIT "I" PAGE 1 OF 3*

sH.B. No. 1669

AN ACT

relating to the duties of an operator of an underground facility and of an excavator regarding marking of the location of an underground facility.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 251.152, Utilities Code, is amended to read as follows:

Sec. 251.152. INFORMATION INCLUDED IN NOTICE. The excavator shall include in the notice required under Section 251.151:

- (1) the name of the person serving the notice;
- (2) the location of the proposed area of excavation, including:
  - (A) the street address, if available, and the location of the excavation at the street address; or
  - (B) if there is no street address, an accurate description of the excavation area using any available designations such as the closest street, road, or intersection;
- (3) the name, address, and telephone number of the excavator or the excavator's company;
- (4) the excavator's field telephone number, if one is available;
- (5) a telephone facsimile number, e-mail address, or another electronic number or address approved by the board to which an operator may send the notification required by Section 251.157(d);

(6) the starting date and time and the anticipated completion date of excavation; and  
(7) [6] a statement as to whether explosives will be used.

SECTION 2. Section 251.157, Utilities Code, is amended by adding Subsection (d) to read as follows:

- (d) Not later than the 48th hour after the time the excavator gives to the notification center notice of intent to excavate, an operator contacted by the notification center shall notify the excavator of the operator's plans to not mark the proximate location of an underground facility at or near the site of the proposed excavation. The operator must provide the notification by e-mail or facsimile or by another verifiable electronic method approved by the board.

SECTION 3. This Act takes effect November 1, 2001.

President of the Senate

Speaker of the House

I certify that H.B. No. 1669 was passed by the House on April 26, 2001, by a non-record vote.

Chief Clerk of the House

I certify that H.B. No. 1669 was passed by the Senate on May 22, 2001, by the following vote: Yeas 30, Nays 0, 1 present, not voting.

Secretary of the Senate

APPROVED: \_\_\_\_\_  
Date

Governor

*EXHIBIT "I" PAGE 2 OF 3*

H.B. No. 2391

AN ACT

relating to fees, penalties, and training courses relating to notification of underground excavation.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 251.106, Utilities Code, is amended to read as follows:

Sec. 251.106. PAYMENTS TO CORPORATION. Each time a notification center receives a call from an excavator under Section 251.151, the notification center shall pay the corporation five cents [one cent]. The corporation shall waive this charge for the remainder of any year in which the corporation receives \$250,000 [\$500,000] under this section.

SECTION 2. Section 251.201, Utilities Code, is amended to read as follows:

Sec. 251.201. CIVIL PENALTY OR WARNING LETTER. (a) An excavator that violates Section 251.151, 251.152, or 251.159 is liable for a civil penalty of not less than \$500 [\$50] or more than \$1,000 [\$100]. If a county attorney or district attorney decides not to bring an action to recover the civil penalty, the board of directors of the corporation may, in accordance with Section 251.2011, give the excavator a warning letter and require the excavator to attend a safety training course approved by the board. The county attorney or district attorney shall notify the board of its decision.

(b) If it is found at the trial on a civil penalty that the excavator has violated this chapter and has been assessed a penalty under this section or has received a warning letter from the board one other time before the first anniversary of the date of the most recent violation, the excavator is liable for a civil penalty of not less than \$1,000 [\$100] or more than \$2,000 [\$200].

(c) If it is found at the trial on a civil penalty that the excavator has violated this chapter and has been assessed a penalty under this section at least two other times before the first anniversary of the date of the most recent violation, or has been assessed a penalty at least one other time before the first anniversary of the date of the most recent violation and has received a warning letter from the board during that period, the excavator is liable for a civil penalty of not less than \$2,000 [\$200] or more than \$5,000 [\$500].

(d) In assessing the civil penalty the court shall consider the actual damage to the facility, the effect of the excavator's actions on the public health and safety, whether the violation was a wilful act, and any good faith of the excavator in attempting to achieve compliance.

(e) Venue for a proceeding to collect a civil penalty under this section is in the county in which:

- (1) all or part of the alleged violation occurred;
- (2) the defendant has its principal place of business in this state; or
- (3) the defendant resides, if in this state.

(f) The appropriate county attorney or criminal district attorney shall bring the action to recover the civil penalty.

(g) This section does not apply to a residential property owner excavating on the property owner's own residential lot.

*EXHIBIT "I" PAGE 3 OF 3*

SECTION 3. Subchapter E, Chapter 251, Utilities Code, is amended by adding Section 251.2011 to read as follows:

Sec. 251.2011. WARNING LETTER AND SAFETY TRAINING COURSE. (a) The board of directors of the corporation shall establish a procedure to ensure that the board verifies that an excavator has violated Section 251.151, 251.152, or 251.159 before giving the excavator a warning letter and requiring the excavator to attend a safety training course under Section 251.201.

(b) The board shall solicit and consider advice and recommendations from excavators in establishing or approving a safety training course that an excavator may be required to attend under Section 251.201.

SECTION 4. This Act takes effect September 1, 2001, and applies to a violation that occurs on or after that date. A violation that occurs before that date is governed by the law in effect when the violation occurred, and that law is continued in effect for that purpose.

President of the Senate

Speaker of the House

I certify that H.B. No. 2391 was passed by the House on April 26, 2001, by a non-record vote.

Chief Clerk of the House

I certify that H.B. No. 2391 was passed by the Senate on May 22, 2001, by the following vote: Yeas 30, Nays 0, 1 present, not voting.

Secretary of the Senate

APPROVED:

Date

Governor

# JMEG, LP SUBCONTRACT

2941 Trade Center Dr., #200, Carrollton, TX 75007 V:972-590-5555 F:972-590-5590

DATE: Feb. 8, 2011

SUBCONTRACT NO. 3345905003

This Contract made BY AND BETWEEN			
SUBCONTRACTOR	R & D Professional Services 3000 Keller Springs Rd., #200, Carrollton, TX 75006		
	Federal Employer Identification No.	Subcontractor's State Sales Tax No.	Subcontractor's State License No.
CONTRACTOR	JMEG, LP 2941 Trade Center Dr., #200, Carrollton, TX 75007		N/A
FOR (OWNER)	Southwest Airlines Co. P. O. Box 36611, Dallas, TX 75235		
PROJECT NAME	Love Field Terminal		
LOCATED AT	Love Field Dallas, TX 75223		

WITNESSETH: Contractor and Subcontractor agree as follows:

1. **WORK:** Subcontractor agree to provide at his own cost and expense all labor, materials, machinery, tools, scaffolding, hoisting facilities, power, etc. necessary to furnish Security Equipment in strict accordance with the plans, specifications and schedule for and as further outlined. As related to start up / live in, scope of work, FOJX Agreement are the following exhibits; Exhibit "B" Partial & Final Lien Waivers, Exhibit 'C'-Form of Insurance Certificate, Exhibit "D" Hascom Letter, Exhibit "E" Billing Schedule, Exhibit "F" Subcontractor Information Sheet, Exhibit "G" Contractor forms and Information, Exhibit "H" Certificate from Contractor, Exhibit "I" Texas State Law House Bill 1669 and 2391, and Exhibit "J" Project Manuals and Requirements.
2. **SUBCONTRACT AMOUNT:** In consideration of the faithful performance of the covenants and agreements herein, to the full satisfaction and acceptance of the Owner, the Architect, and the Contractor, the Subcontract Amount, (inclusive of all applicable taxes and insurance) is:

Two Million Seven Hundred Seventy Thousand Seven Hundred Thirteen and 00/100 dollars	\$2,770,713.00
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3. **TERMS OF PAYMENT:** Subcontractors shall submit application for payment no later than the 15<sup>th</sup> of each month. Payment shall be made to the Subcontractor upon receipt of payment to JMEG, LP from the General Contractor. No payments hereunder shall be considered as evidence of the satisfactory performance of this Contract. Final payment under this Contract will be made only on furnishing to Contractor a complete release of liens. Ten percent of the amount General Contractor withhold from JMEG, LP if lower, of value completed will be retained by the Contractor until final completion.
4. **EXTRAS:** It is understood and agreed that, regardless from whom orders may be given for extra work, no addition is to be made to the Subcontract Amount except by a Change Order issued by the Contractor and then only when such order sets forth the amount of such addition as well as describing the work involved, and is signed by both parties.
5. **AGREEMENT OF TERMS:** Subcontractor consents to be bound by the terms and conditions of the plans, specifications, Subcontract between JMEG, LP and the General Contractor, and Contract between the Owner and the General Contractor. Subcontractor has inspected and is fully familiar with jobsite and working conditions relating to the performance and scheduling of this Subcontract.
6. **NOTICE TO PROCEED:** The Subcontractor will promptly commence work as soon as he is notified by the Contractor that the ground is clean or the structure far enough advanced to allow the beginning of Subcontractors work, and will carry forward and complete his work as rapidly as directed by the Contractor and the progress of the structure will permit.
7. **INSURANCE AND INDEMNIFICATION:** (A) FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, INCLUDING THE FIRST \$500 OF THE SUBCONTRACT AMOUNT, SUBCONTRACTOR SHALL TO THE FULLEST EXTENT PERMITTED BY LAW, UNCONDITIONAL INDEMNIFY, HOLD HARMLESS, PROTECT AND DEFEND CONTRACTOR, OWNER, AND ARCHITECT, AND ALL OF THEIR AGENTS AND EMPLOYEES (THE "INDEMNITY" OR "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, OTHER LITIGATION EXPENSES, AND PUNITIVE DAMAGES IF ALLOWED BY APPLICABLE LAW), ARISING OUT OF OR RESULTING FROM THE

PERFORMANCE OF SUBCONTRACTOR'S WORK OR OTHER ACTIVITIES OR SERVICES OF ANY KIND UNDERTAKEN BY SUBCONTRACTOR, WHETHER OCCURRING ON OR OFF THE PROJECT SITE, PROVIDING THAT ANY SUCH CLAIM, DAMAGE, LOSS, LIABILITY OR EXPENSE (A) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF ANY PERSON (INCLUDING EMPLOYEES OF SUBCONTRACTOR, INDEMNITEES AND ANY THIRD PARTIES), OR PATENT INFRINGEMENT, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (B) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT OR WRONGFUL ACT OR OMISSION OF SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, OR IS CAUSED BY OR ARISES OUT OF THE USE OF ANY PRODUCTS, MATERIAL OR EQUIPMENT FURNISHED BY SUBCONTRACTOR. THIS INDEMNIFICATION OBLIGATION SHALL EXPRESSLY INCLUDE BUT NOT BE LIMITED TO, PROTECTION, DEFENDING AND HOLDING HARMLESS EACH INDEMNITEE FROM AND AGAINST ALL CLAIMS, LOSSES, COSTS, DAMAGES, EXPENSES AND LIABILITIES NOT BE LIMITED TO, PROTECTION, DEFENDING AND HOLDING HARMLESS EACH INDEMNITEE FROM AND AGAINST ALL CLAIMS, LOSSES, COSTS, DAMAGES, EXPENSES AND LIABILITIES (PARTIAL OR OTHERWISE) CAUSED BY OR ARISING OUT OF EACH INDEMNITEE'S NEGLIGENCE OR WRONGFUL ACTS OR OMISSIONS, BUT IT SHALL NOT APPLY TO ANY INDEMNITEE WHO IS SOLELY NEGLIGENT. IN ANY AND ALL CLAIMS AGAINST INDEMNITEES, BY ANY EMPLOYEE OF SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS SUBCONTRACTOR MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANYWAY BY ANY LIMITATION ON THE AMOUNTS OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. THE OBLIGATIONS OF SUBCONTRACTOR UNDER THIS ARTICLE SHALL NOT EXTEND TO THE LIABILITY OF ARCHITECT, ITS AGENTS, OR EMPLOYEES, ARISING OUT OF (A) THE PREPARATION OR APPROVAL OF MAPS, DRAWINGS, OPINIONS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGN, OR SPECIFICATIONS, OR (B) THE GIVING OF OR THE FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY ARCHITECT, ITS AGENTS, OR EMPLOYEES, PROVIDED SUCH GIVING OR FAILURE TO GIVE IS THE SOLE CAUSE OF THE INJURY OR DAMAGE. NOTE: THIS PROJECT HAS A GENERAL LIABILITY CONTRACTOR CONTROLLED INSURANCE PROGRAM AND SUBCONTRACTOR WILL BE REQUIRED TO ENROLL IN THE PROGRAM AS PER THE CCIP ENROLLMENT LISTED IN THE CCIP MANUAL IN EXHIBIT "J". SUBCONTRACTOR MUST ENROLL AND BE APPROVED BY THE CCIP ADMINISTRATOR PRIOR TO BE ALLOWED TO WORK ONSITE.

(B.) Subcontractor shall maintain, at a minimum, at all times during the course of the Work at Subcontractor's cost and expense the coverage's, terms, riders and amendments, required of subcontractors by insurance provisions of the Contract Documents and Exhibit "C". Such insurance shall be maintained with insurance companies both acceptable to Contractor and licensed to transact business and issue insurance in the State where Project is located. Prior to commencing Work, Subcontractor shall have the insurance companies prepare, execute and deliver to Contractor the Certificate of Insurance on the form set forth as Exhibit 'C' attached hereto with all required insurance coverage's and amounts as required by this paragraph. In the event Subcontractor fails or neglects to obtain or renew the required insurance and furnish evidence thereof to Contractor with executed Certificate of Insurance form, Contractor shall have the right, but not the obligation, to procure such insurance and reduce the Subcontract Amount by the cost thereof:

8. SAFETY: Subcontractor shall be responsible for safety of its operations and its employees and shall take all reasonable safety precautions with respect to its work. Subcontractor in addition to its own standards shall comply with all safety policies and procedures initiated by Contractor for the Project, including Contractors policy regarding drugs, alcohol and controlled substances, and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of person or property, including, but not limited to, the Federal Occupational Safety and Health Act (OSHA). Subcontractor shall immediately notify Contractor of any injury to any of the Subcontractor's employees. Subcontractor shall require its personnel to attend any safety meetings the Contractor might conduct and direct Subcontractor to attend. Subcontractor agrees that in performing its work, it will not create, use or dispose of any hazardous chemicals or substances in an unlawful or hazardous manner and shall be solely responsible for the lawful, proper and safe handling, storage and removal of all hazardous wastes, chemicals and substances which are introduced to the site, by Subcontractor's operations.
9. GUARANTEE: It is further agreed that Subcontractor will at his own expense replace or repair any faulty or defective material or workmanship which may develop within one year from the date of acceptance of the work referred to herein or for a longer period of time if required by the specifications. All material and equipment installed shall be new unless otherwise specified and no substitutions shall be authorized except by written order of the Contractor.
10. SUBCONTRACTOR hereby represents and warrants that he is licensed by the state in which the project is located to perform all work which is covered by this Contract.
11. SATISFACTORY WORKERS: The Subcontractor shall not utilize any workers whose employment on the Project is objected to by the Contractor as being unskilled or unsatisfactory for the performance of the work involved.
12. ASSIGNMENT: The Subcontractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Subcontract or any part hereof, or his right, title, or interest therein, or of his power to execute the same, without the consent in writing of the Contractor.
13. FAILURE TO PERFORM: In the event, the Subcontractor shall (a) refuse or for any reason fail to prosecute the Subcontract work in a timely, workmanlike and safe manner, (b) fail to supply adequate or competent supervision or fail to furnish a sufficient number of properly skilled workmen, (c) fail to have at the Project sufficient materials and equipment of the proper quality and quantity, (d) fail to promptly correct defective work, (e) fail to promptly pay its bills and discharge its obligations on this Project,

or (f) otherwise delay the work of the Contractor or other Project contractors. The parties acknowledge that each of the forgoing is a material breach of the Subcontract. After notice to the Subcontractor to remedy such breach , Subcontractor shall immediately, and in no event longer than three (3) days, remedy such breach in such manner as required by the Contractor. Upon Subcontractor's failure to do so, the Contractor may terminate this Subcontract in whole or in part and may take possession of all drawings, materials, engineered products, and equipment belonging to the Subcontractor as may be deemed necessary to complete the Subcontract Work. Upon termination of this Subcontract in whole or in part by the Contractor, the Subcontractor shall not be entitled to receive any further payments on this Project or any other project until the Subcontract work has been completed and accepted by the Contractor, General Contractor, Architect, and Owner and not until final payment for same has been received by the Contractor. The Subcontractor shall be liable for all expense of completing the Subcontract work, including all performance cost of whatever nature plus all damages, losses, expense, and cost, including attorneys fees, incurred by the Contractor. If the Contractor's damages, cost, and liability, including attorneys' fees, exceed the unpaid Subcontract balance, Subcontractor shall pay the difference to the Contractor. In no event shall the Subcontractor be entitled to be paid or to recover from the Contractor more than the amount due under this Subcontract for work completed at the date of termination of the Subcontract.

14. PLANS AND SPECIFICATIONS: The Subcontractor agrees that the materials to be furnished and work to be done by him shall be all in accordance with the true intent of the plans and specifications, schedules, drawings and sufficient materials of all kinds whatsoever as shall be proper and sufficient for the completing and finishing of all the above work, and such labor, supplies, tools, equipment, or rental thereon and other work pertaining to the above, mentioned in the plans and specifications, for the above-named structure, according to the plans and specifications (detail thereof to be furnished by Subcontractor as needed) and to the full satisfaction of Contractor.
15. CONDEMNATION: The Subcontractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by the Architect, the Contractor, or his authorized representatives. He shall, at once, remove all materials and take down and rebuild all portions of the work condemned by Contractor immediately upon receiving notice in writing of such condemnation.
16. PROGRESS PAYMENTS AND FINAL PAYMENT: The Subcontractor is to submit to the Contractor applications for payment in such reasonable time as enables the Contractor to apply for payment under the Contract, but the Owner's estimates of progress payments shall be accepted by said Subcontractor as final if the Owner's estimate and Subcontractor's estimate differs. In addition to any other requirements of this Subcontract, the Subcontractor's right to each Payment shall not arise unless and until the following conditions precedent to each such Progress Payment have satisfied: (a) approval and acceptance of Subcontractor's Application for Payment by Owner, Architect and Contractor, (b) receipt by Contractor from Owner of payment of Subcontractor's requisitioned amount form Owner, in accordance with Contract approved Application for Payment provided by Subcontractor, (c) furnishing to Contractor satisfactory evidence by Subcontractor that all labor and material costs incurred by Subcontractor in connection with its Work covered by previous payments have been paid in full including any certified payrolls required by the Contract Documents; (d) furnishing to Contractor by Subcontractor a partial waiver of lien or a final waiver of lien for a final payment, in the form provided by Contractor; (e) furnishing to Contractor proof of required insurance coverage in accordance with Article 6B; (f) furnishing Contractor applicable business license, sales tax numbers as well as proof of valid contractor's license for the State in which the Project is located. Subcontractor expressly assumes the risk of non-payment by the Owner to the Contractor. In addition to any other requirements of this Subcontract, the Subcontractor's right to Final Payment shall not arise unless and until the following conditions precedent to Final Payment have been satisfied: (a) approval and acceptance of Subcontractor's Application for Final Payment by Owner, Architect and Contractor; (b) completion of all "punch-list" work and other work required to bring the Work into compliance with Contract Documents; (c) delivery to Contractor or all manuals, "as-builts", all guarantees and warranties including those for material and equipment as required by the Contract Documents, and any documents required by federal, state or local statutes; (d) receipt of Final Payment for Subcontractor's Work by Contractor from Owner, (e) furnishing to Contractor satisfactory evidence by Subcontractor that all labor and material accounts incurred by Subcontractor in connection with its Work have been paid in full; (f) furnishing to Contractor a complete general release and final waiver of lien in form provided by Contractor. Subcontractor expressly assumes the risk of non-payments by the Owner to the Contractor. The Application for Final Payment amount will be previously paid under this Subcontract, less any Subcontractor costs or expenses paid by Contractor. No payment to Subcontractor, whether Progress or Final Payment, shall operate as an approval of Subcontractor's Work or material, or any part thereof, or constitute a waiver of any right by Contractor. Neither Progress nor Final Payments shall bear interest.
17. CAUSE TO WITHHOLD PAYMENT: Application for Payment Amounts, whether progress or final, may be reduced by Contractor on account of : (a) defective Work not remedied; (b) claims filed; (c) reasonable evidence indicating probability of filing claims; (d) failure of Subcontractor to make payments properly to its subcontractors or suppliers of material or labor, or applicable taxes, fees, and fringe benefits; (e) reasonable doubt that this Subcontract can be completed for the balance of the Subcontract Amount then unpaid; (f) any material breach of this Subcontract; (g) backcharges; or (h) monies previously paid to Subcontractor , payment of which was not properly chargeable by Subcontractor. If the said causes are not removed, within forty-eight (48) hours after receipt of notice to do so, Contractor may rectify the same at Subcontractor's expense. Unless prohibited by law, it is agreed that Contractor may setoff against the Subcontract Amount the amount of any liability of Subcontractor to Contractor, whether or not relating to the Project. Subcontractor specifically consents and agrees to such right of setoff.
18. TIME: It is expressly UNDERSTOOD AND AGREED by and between the parties hereto that time is and shall be considered the essence of the Contract. The work of this subcontract shall be substantially completed not later than as directed by Project Schedule in Exhibit "J", subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.

19. LINE, GRADES, AND MEASUREMENTS: Subcontractor has and assumes responsibility, cost and otherwise, for the accuracy of all lines, grades, measurements and their respective reference points, and when conditions are already established, the responsibility for correct knowledge of such conditions and conformity thereto.
20. PERMITS AND LAWS: Subcontractor shall at his expense obtain all necessary licenses and permits and comply with all applicable laws, ordinances, rules, regulations, orders, and requirements of the city, county, state, and federal government, and any board or commission or any other duly qualified body having jurisdiction over the work.
21. SUPERVISION: Subcontractor shall keep a representative at the Project site during all times that the Subcontractor's work is in progress, and such representative shall be authorized to represent the Subcontractor as to all phases of the work.
22. RESPONSIBILITY FOR THE WORK: Subcontractor shall at its expense, up to the final acceptance of the Project by the Owner: (a) take all necessary precautions to protect the work of other trades from any damage caused by Subcontractor's operations; (b) protect from damage or injury, by any cause whatsoever, the work, complete or otherwise, and all of Subcontractor's materials, supplies, tools, and equipment at or near the Project; (c) protect the site, Owner's property and all adjacent property from damage (including, but not limited to lateral support) due to Subcontractor's operations; and (d) waive any right of subrogation and cause all of its insurance companies to waive their rights of subrogation as to the Contractor and Owner.
23. Texas Electrical Contractors License 17382, Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, 1-800-803-9202, 1-512-463-6599; website: [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints).
24. STORAGE & CLEAN-UP: Subcontractor agrees to store all materials in his custody in such a manner as to prevent damage or loss and to daily Remove all rubbish, debris, and unused materials from the site or to pay for said daily removal.
25. COMPLETE AGREEMENT: There are no agreements or promises made that are not covered by the Contract. This written Contract covers all matters pertaining to this particular work. No changes, amendments, or modifications of the terms hereof shall be valid unless in writing and signed by both parties hereto.
26. Subcontractor is responsible for all utility locates as per Texas State Law House Bill 1669 and 2391 attached as Exhibit "G".
27. TERMINATION FOR CONVENIENCE: The Contractor shall have the right to terminate this Subcontract without fault of the Subcontractor. Upon receipt of notice from the Contractor of the termination, the Subcontractor shall do only that work set forth in the Contractor notice and shall preserve and protect the materials and equipment pertaining to the Subcontractor's work. In the event of such no fault termination, and subject to the conditions precedent to any payment to the Subcontractor set forth in this Subcontract, the Subcontractor shall be entitled to payment as its sole and exclusive remedy for the reasonable and actual direct cost for any work properly performed which is part of this contract, any materials, engineered products or equipment properly store on site, and cancellation charges, if any, for only project specific equipment and engineered products, plus a markup of equal to the amount allowed in the Prime Contract or 10%, whichever is greater, for both overhead and profit etc.

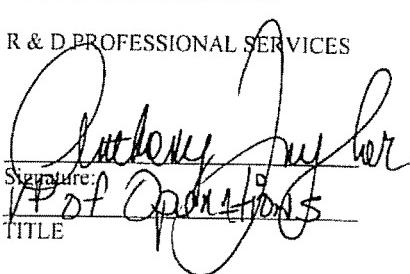
IN WITNESS WHEREOF the said parties have hereunto set there hands and seals the day and year first above written.

SUBCONTRACTOR NAME:

R & D PROFESSIONAL SERVICES

Signature:

TITLE



Anthony Taylor  
VP of Operations

CONTRACTOR NAME:

JMEG, LP

Signature:

RUSSELL FERRARO  
SR. VICE PRESIDENT, JMEG GP, INC.



**EXHIBIT "A"**



## **Purchase Order**

2941 Trade Center, Suite 200  
Carrollton, Texas 75007  
(972) 590 5555

To: R&D PROFESSIONAL SERVICES

Date: 01/31/11  
P.O. 3345 905 003  
Job # 3345  
Deliver TBD

Salesman:

Telephone:

Fax Number:

**Invoice Terms:**

**Phone Number**

**Fax Number**

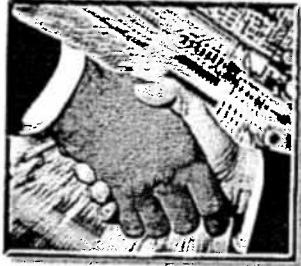
First of the month following

Ship To: **JMEG, LP**

Love Field Modernization Program  
7722 Aviation Place  
Dallas, Texas 75235  
e Zimmer (972) 880-6966

Doug Zimmer (972) 880-6966

<input type="radio"/> Tax	<input checked="" type="checkbox"/> Freight & Shipping
<input type="radio"/> Resale	<input type="checkbox"/> Prepaid
<input checked="" type="radio"/> Tax Exempt	<input type="checkbox"/> Allowed
	<input type="checkbox"/> Ship Collect
	<input type="checkbox"/> Your Truck
	<input type="checkbox"/> Best Way



**Your Single Source  
Technology Provider**

**R&D PROFESSIONAL SERVICES, LLC**  
**AVIGILON SECURITY MATERIAL (Revised)**

**For**  
**DALLAS LOVE FIELD AIRPORT**  
**For**  
**JMEG ELECTRICAL CONTRACTORS**

**November 16, 2010**  
Contact:

Anthony Taylor

[sales@rndconsult.com](mailto:sales@rndconsult.com)  
Office: 214-483-5342  
Fax: 214-483-5712



3000 Keller Springs Rd. # 200, Carrollton, Texas 75006  
[sales@RnDconsult.com](mailto:sales@RnDconsult.com)

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## Statement of Disclosure

The information included in this document shall not be disclosed in whole or in part, duplicated or used outside of **Dallas Love Field Airport** for any purpose other than to evaluate the Statement of Work. If a contract is award to R&D Professional Services as a result of or in connection with the submission of this Statement of Work, **Dallas Love Field Airport** shall then have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of **Dallas Love Field Airport** to use information contained in this document if it is obtained from another source without restrictions.

## Executive Summary

R&D Professional Services, LLC is a technology based company in Addison, Texas providing E-Business Services, site surveys, provide design publication and plan assessment for Commercial clients and School Districts and wide area networks design and installation, DSL to T1 and higher installations, telecommunications, video conferencing to video on demand solutions, Internet/virus security, Data recovery, remote surveillance systems and E-Business solutions (Web Design/Host, Flash Presentations, E-Commerce). We have implemented many of our products and services across several industries and countries ranging from individuals to SOHO customers, small to fortune 500 companies, including education, entertainment, manufacturing, Real-Estate, legal, medical, and financial entities.

### **Our client list contains such companies as:**

Dayton International Airport	Barksdale Military Base Shreveport Louisiana	Streams Realty Partners, L.P
Dallas Independent School District	JFK International Airport	Halls Office Park
Radio Advertising Bureau	Atlanta INTL. Airport	FedEx
Fedex Corporation	Clear Channel Communications	Make-A-Wish Foundation
Allen Independent School District	Region 10	DFW Airport
Texas Women University	University of Texas at Dallas	Texas A&M University - System
Chicago O'Hara International Airport	Boeing & Nasa	Dallas Love Field Airport
Friendship Baptist Church	Prestonwood Baptist Church	Belo Corporation



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Daimler Chrysler	Friendship-West Baptist Church	Beck Construction
Highland Park ISD	Carrollton Farmers Branch ISD	Muller Entertainment
Dallas Love Field Airport	TSA	Midwest Airlines

**R&D Professional Services, LLC** is committed to Quality Excellence in all we do and Customer Satisfaction. As a value-added reseller (VAR) with partners such as IBM, Sony, NEC, Cisco and many more, we have the ability to do more for you with less cost. In addition to developing our core competencies, we have carefully selected a group of "Technology Partners" that work with us to meet any technology needs you may have.

Among the qualifications that our company withholds are:

- \* **CCNA** Cisco Certified Network associate
- \* **CCIE** Cisco Certified
- \* **BICSI** Certified Technicians
- \* **RCDD/LAN** Specialists (Registered Communications Distribution Designer)
- \* **RCDD** Registered Communications Distribution Designer
- \* **CISSP** Certified Information Systems Security Professional
- \* **SSCP** System Security Certified Practitioner
- \* **IAM** Certified InfoSec Assessment Methodology Professional
- \* **CISA** Certified Information Systems Auditor
- \* **Oracle** Certified database Administrator
- \* **Sun Microsystems** Certified **UNIX/Solaris** Systems Administrator
- \* **MCP** Microsoft Certified Professional)
- \* **Network +** (10 years experience)
- \* **A+** (12 years experience)
- \* **E-Rate Consultants** ( 7 years experience)

R&D is recognized in various industries as a top Integrator for E-rate Consultant, Networking Telecommunication and System Implementation and Professional Services from across the country. We are very proud of the fact that **R&D** has remained in the top 100 nationally since the inception of their survey. **R&D** has a higher percentage of technical Professional personnel than most of North America's Top Network Integrators.

<b>Organizational Form:</b>	Limited Liability Company
<b>Federal ID:</b>	16-1621530
<b>Dunn and Bradstreet:</b>	12-315-9852
<b>TX State Tax ID:</b>	1-16-1621530-4
<b>QISV:</b>	400048664300
<b>E-Rate/ (SPIN)</b>	143025703
<b>HUB:</b>	20673
<b>NCTRCA D/M/WBE:</b>	BMDB20872N1004
<b>Security License:</b>	B14682



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[sales@RnDconsult.com](mailto:sales@RnDconsult.com)

## SCOPE OF WORK

R&D proposes to provide Avigilon Security material for Siemens for Dallas Love Field Airport.

MANUF	PART #	MATERIAL DESCRIPTION	QT Y.	R&D COST		CUSTOMER PRICE
				LABOR & MATERIAL EXTENDED		
Avigilon		10.0 Tb-HD-NVR - Server, 10.0 TB Storage, 2U Rack Mount	48	\$ 5,796.00	\$ 278,208.00	\$ 292,118.40
Avigilon		4C HD NVMS ENT-Enterprise HD NVMS for up to 4 camera channels and 1 viewing client	38	\$ 693.00	\$ 26,334.00	\$ 27,650.70
Avigilon		8C-HD-NVMS-ENT - Enterprise HD NVMS for up to 8 camera channels and 1 viewing client	48	\$ 1,374.00	\$ 65,952.00	\$ 69,249.60
Avigilon		HD-NVMS-ENT-CLTSITE - 1 additional ACC Viewing Client connection for all servers at one site.	4	\$ 591.00	\$ 2,364.00	\$ 2,482.20
Avigilon		HD-NVMS-ENT-ADD-1CAM - Software license for one camera channel	2	\$ 201.00	\$ 402.00	\$ 422.10
Avigilon		16 MP-HD-PRO-C - 16 Megapixel HD Pro, Color	48	\$ 5,910.00	\$ 283,680.00	\$ 297,864.00
Avigilon		ENC-4Port - 4Port Analog Video Encoder	6	\$ 207.00	\$ 1,242.00	\$ 1,304.10
Avigilon		2.0MP-HD-DOME-DN-H-IR - 2.0 Megapixel (1080p) HD Day/Night Dome with heater and IR	38	\$ 531.00	\$ 20,178.00	\$ 21,186.90
Avigilon		1.0MP-HD-DOME-DN - 1.0 Megapixel (720p) HD Day/Night Dome	244	\$ 396.00	\$ 96,624.00	\$ 101,455.20
Avigilon		2.0MP-HD-DOME-DN - 2.0 Megapixel (1080p) HD Day/Night Dome	68	\$ 468.00	\$ 31,824.00	\$ 33,415.20
Avigilon		5.0 MP-HD-DOME-DN - 5.0 Megapixel HD Day/Night Dome	107	\$ 642.00	\$ 68,694.00	\$ 72,128.70



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Avigilon	1.0MP-HD-Dome-DN-H-IR - 1.0 Megapixel (720p) HD Day/Night Dome with heater and IR	31	\$ 459.00	\$ 14,229.00	\$ 14,940.45
Avigilon	5.0 MP-HD-DOME-DN-H-IR - 5.0 Megapixel HD Day/Night Dome with heater and IR	2	\$ 705.00	\$ 1,410.00	\$ 1,480.50
Avigilon	DOME-OD-PEND - Pendant mounting add-on	71	\$ 14.00	\$ 994.00	\$ 1,043.70
Avigilon	PEND-GS-WALL - Gooseneck wall bracket for use with DOME-OD-PEND	71	\$ 89.00	\$ 6,319.00	\$ 6,634.95
Avigilon	DOME-IND-CEL - Indoor in ceiling mount add on adapter	257	\$ 57.00	\$ 14,649.00	\$ 15,381.45
Avigilon	DOME-INDS-PLT - Indoor electrical box mounting plate add on	170	\$ 11.00	\$ 1,870.00	\$ 1,963.50
Avigilon	DOME-OD-PEND - Pendant mounting add-on	162	\$ 14.00	\$ 2,268.00	\$ 2,381.40
Avigilon	PEND-GS-WALL - Gooseneck wall bracket for use with DOME-OD-PEND	162	\$ 89.00	\$ 14,418.00	\$ 15,138.90
Avigilon	LC41214SC - SCV 4-12mm F/1.4, Auto-Iris	300	\$ 94.00	\$ 28,200.00	\$ 29,610.00
Avigilon	LEF163528CA - Canon, 16-35mm, f/2.8, Auto-Iris, Vari Focal	24	\$ 1,900.00	\$ 45,600.00	\$ 47,880.00
Avigilon	LEF247028CA - Canon, 24-70mm, f/2.8, Auto-Iris, Vari Focal	18	\$ 1,625.00	\$ 29,250.00	\$ 30,712.50
Avigilon	LEF1428CA - Canon, 14mmf/2.8, Auto-Iris	6	\$ 2,687.00	\$ 16,122.00	\$ 16,928.10
Avigilon	LC92016KW - Kowa 9-20mm F/1.6, Auto-Iris, IR Corrected	28	\$ 300.00	\$ 8,400.00	\$ 8,820.00
Avigilon	FSC1714TH - Ultra Wide Angle Theia 1.7mm f/1.8, Auto-Iris	1	\$ 153.00	\$ 153.00	\$ 160.65
Avigilon	LC2612TA - Tamron 2.4-6mm, f/1.2, Auto-Iris	161	\$ 113.00	\$ 18,193.00	\$ 19,102.65
Avigilon	ACC-GEFCWNX-NVR - GE FcWnx Integration Module for a single NVR	48	\$ 1,500.00	\$ 72,000.00	\$ 75,600.00
Avigilon	ES-HD-PRO-S - Standard Format Enclosure for HD IP Professional Cameras (17" max)	24	\$ 187.00	\$ 4,488.00	\$ 4,712.40



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Avigilon	S-24 - Switch, Gigabit POE, 24 Port	31	\$ 1,188.00	\$ 36,828.00	\$ 38,669.40
Avigilon	ES-OPT-WALL-SL- Right Angle Wall Mount for ES-HD- PRO-S and ES-HD- PRO-L	48	\$ 93.00	\$ 4,464.00	\$ 4,687.20
Avigilon	ES-HD-PRO-S-HB - Standard Format Enclosure for HD IP Pro Cameras with 24 VAC Heater Blower	24	\$ 342.00	\$ 8,208.00	\$ 8,618.40
Avigilon	PR-ON-1D - One day of on-site support for troubleshooting, and training. Excludes travel and expenses.	5	\$ 2,400.00	\$ 12,000.00	\$ 12,600.00
	Shipping and handling (UPS Ground (5-7days))	1	\$ 14,012.00	\$ 14,012.00	\$ 14,712.60
			\$ -	\$ -	\$ -
Avigilon	Shipping Costs or Handling Fees	1	\$ 2,108.00	\$ 2,108.00	\$ 2,213.40
Avigilon	HD-NVR-EXPIS-96TB (Dell Storage Units 77.6TB)	17	\$ 82,770.00	\$ 1,407,090.00	\$ 1,477,444.50
			-	-	-
<b>TOTAL SALES PRICE</b>					<b>\$ 2,770,713.75</b>

**Assumptions:**

- R&D is not responsible for electrical & power
- R&D is not responsible for permits



3000 Keller Springs Rd. # 200, Carrollton, Texas 75006  
[sales@RnDconsult.com](mailto:sales@RnDconsult.com)

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## AGREEMENT

This agreement is made effective as of November 16, 2010 between **R&D Professional Service, L.L.C.**, a Texas Corporation whose principal place of business is 3000 Keller Springs Rd., STE. #200 Carrollton, Texas 75006, hereinafter referred to as "R&D" and **Dallas Love Field Airport**, hereinafter referred to as "Customer."

IT IS HEREBY AGREED TO AS FOLLOWS:

### PREVAILING AGREEMENT

The terms and conditions listed on this agreement contain all of the terms and conditions with respect to the sale and purchase of services or merchandise from R&D Professional Services, LLC.

### BUSINESS HOURS

<b>Normal business hours:</b>	Monday – Friday 8:00am – 5:00pm (during non-holiday weekdays)
<b>Overtime hours:</b>	Monday – Friday 5:00pm – 8:00am (work performed after 5:00pm and/or prior to 8:00am on a regular workday)
<b>Weekend hours:</b>	Friday 5:00pm – Monday 8:00am
<b>Holiday hours:</b>	Work starts at 5:00pm the day prior until 8:00am the day after (i.e. July 3, 5:00pm – July 5, 8:00am)

- ◊ All services must be scheduled three weeks in advance or be subject to technician availability.
- ◊ An on-site travel charge of \$150.00 will be billed in the event that the customer cancels a service after a R&D technician has been dispatched for any reason.
- ◊ The customer hereby assumes all costs associated with said requested services. R&D agrees to obtain approval prior to incurring any costs in addition to those already itemized on the quote and a purchase order provided R&D prior to the service being done.
- ◊ The customer hereby assumes all costs associated with said requested services. Associated costs include, but may not be limited to, those delineated by R&D on quote. R&D agrees to obtain approval prior to incurring any costs in addition to those already itemized on the quote and a purchase order provided R&D prior to the service being done.

### TERMS AND CONDITIONS OF SERVICES AGREEMENT

- I. **SERVICES ONLY; LIMITED TO CURRENT CONFIGURATION; SPECIFIED MANUFACTURERS:** This Agreement is solely for the provision of services. Any software, equipment or other goods purchased by Customer relating to Customer's operation will be governed by a separate agreement between Customer and R&D or between Customer and the applicable third-party vendor. R&D MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY PRODUCT SUPPLIED BY ANY THIRD PARTY. The Services Fee and this Agreement are based on the current configuration and extent of Customer's operation based on information provided to R&D by Customer. Customer will pay R&D's standard service rates for any increased service requirements as a result of Customer's modification or expansion of its operation or error or omission in Customer-supplied information. R&D will support only the manufacturers identified in this Agreement.
- II. **LIMITATION OF LIABILITY:** Customer agrees that regardless of the claim or the form in which any legal or equitable action may be brought by the Customer against R&D, R&D shall not be liable for any indirect, special, incidental, consequential or exemplary damages, including but not limited to loss of profits, promotional or manufacturing expenses,



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overhead, injury to reputation, loss of customers or any other matter. Customer's recovery from R&D for any claim shall not exceed the lesser of the Services Fee or amounts paid by Customer to R&D under this Agreement during the one-year period preceding the date of the occurrence of the event giving rise to such liability. Customer's exclusive remedy for any claim against R&D arising out of this Agreement shall be for R&D to use commercially reasonable efforts to cure any breach of this Agreement, and failing that, the return of fees paid to R&D for the work related to the breach. Customer shall have the duty to mitigate its damages.

**III. CAUSES BEYOND CONTROL:** R&D shall not be liable for any damages arising from a cause beyond the reasonable control of the R&D. Such causes shall include, but not be limited to, out-break of war, governmental regulations or restrictions, demands of the United States or any governmental subdivisions, restraining orders or decrees of any judge or court of competent jurisdiction, fires, strikes, floods, lockouts, labor disputes slowing down production, epidemics, accidents, delays in routing, shortages in fuel, raw materials, labor or transportation facilities, equipment failure, power outages, communication outages and actions or omissions by third-party vendors. Customer acknowledges that the ability of R&D to provide the services contemplated under this Agreement requires that Customer provide R&D with all required information, cooperation and access to Customer's operation and that Customer is responsible for purchasing any additional software, hardware and/or equipment contemplated by this Agreement or otherwise required to permit R&D to provide the services. R&D shall not be liable for any failure to provide the services if Customer fails to honor such obligations or if undertaken by R&D in reliance upon information provided by Customer.

**IV. WARRANTIES DISCLAIMED:** EXCEPT AS EXPRESSLY PROVIDED HEREIN, R&D SPECIFICALLY DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ITS INTENDED PURPOSE OR OTHERWISE. R&D WILL WARRANTY THE EQUIPMENT FOR 90 DAYS. AFTER THE 90 DAY PERIOD, THE MANUFACTURER WARRANTIES THE PRODUCT FOR ONE (1) YEAR.

**V. INFRINGEMENTS:** Customer agrees to indemnify, protect, and hold harmless the R&D against all suits, and from all damages, claims, demands, cost, and expenses, including legal fees, for actual or alleged infringements of any letters of patent, trademarks, service marks or trade secrets in connection with R&D provision of services under this Agreement.

**VI. TERM:** The rights and obligations of the parties hereto shall commence on the date of execution hereof and, unless sooner terminated in accordance with this Agreement, shall end at the end of the initial term specified in the Agreement; provided, however, that such rights and obligations shall then and thereafter be automatically renewed for additional successive periods of one (1) year each unless either party hereto shall have sent notice of its intention not to renew this Agreement to the other party hereto at least 90 days prior to the date on which such rights and obligations would otherwise terminate.

**VII. TERMINATION:** Defaults. Each of the following shall constitute an "Event of Default" pursuant to this Agreement: Customer shall fail to timely pay or deliver any sum of money or other consideration due and owing to R&D pursuant to this Agreement, and such failure continues unremedied for more than ten (10) days after notice of such failure from R&D to Customer; Either party hereto fails to timely perform any other obligation of such party pursuant to this Agreement, and such default continues unremedied for more than thirty (30) days after notice of such default from the non-defaulting party to the defaulting party; Either party (i) makes a general assignment for the benefit of creditors; (ii) commences a proceeding under any bankruptcy, reorganization or insolvency law; or (iii) seeks or consents to the appointment of a trustee, receiver or liquidator to take charge of its assets; or Any proceeding under any bankruptcy, reorganization or insolvency law is commenced against a party and an order is entered appointing a trustee, receiver or liquidator of all or any substantial part of such party's assets or granting relief in such proceeding or approving the petition in any such proceeding, and such order remains in effect for more than ninety (90) days. Upon the occurrence of an Event of Default, the non-defaulting party may exercise any or all rights and remedies provided under this Agreement and applicable law (subject as may be otherwise provided in this Agreement), including without limitation the right to terminate this Agreement, by giving at least ten (10) days' written notice of such termination to the other party hereto. No termination of this Agreement shall terminate or otherwise affect any party's rights to receive accrued sums owing to it by the other party hereto on and as of the date of such termination.



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**VIII. SOLICITATION OF EMPLOYEES:** During the term of this Agreement or any paragraph hereof, and continuing for one (1) year thereafter, each party agrees that it and its affiliates shall not hire, contract for, or solicit the employment of any person who has performed work (whether in the capacity of employee, or as independent contractor, as an employee of such an independent contractor, or otherwise) on behalf of the other party hereto (for purposes of this subparagraph, referred to as the

"Employer") in respect of the services to be provided hereunder, unless a period of twelve (12) months has elapsed from the last date that such person was employed (whether as employee, independent contractor, employee of an independent contractor, or otherwise) by the Employer, without the prior consent of the Employer.

**IX. LIMITATIONS PERIOD:** Customer may not assert any cause of action against R&D arising under or in connection with this Agreement of which the Customer knew or should have known more than two (2) years prior to such assertion.

**X. MANDATORY ARBITRATION:** In the event either party seeks to obtain damages at law from the other party arising out of or relating to this Agreement, such remedy shall be determined and finally settled in arbitration by one or more arbitrators appointed in accordance with the commercial rules of the American Arbitration Association, applying the terms of this Agreement and consistent provisions of the laws of the State of Texas. The arbitration shall be conducted in Arlington, Texas. Absent manifest disregard of applicable law, the award rendered by the arbitrator will be final and binding on the parties hereto, and judgment may be entered in any court of competent jurisdiction. Each party hereto hereby irrevocably submits to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Texas, Dallas Division, for any suit to obtain a judgment upon such award.

**XI. APPLICABLE LAW:** The Agreement shall be governed under the laws of the State of Texas and any legal action to enforce any agreement between the parties shall be brought in exclusively in Houston, Texas and if once brought there, shall not be removed to another jurisdiction.

**XII. PAYMENT, TAXES:** Customer agrees to pay R&D all fees and charges by the date(s) required under the Agreement. If no date is specified, then each fee or charge shall be due and payable within thirty (30) days after the date of R&D's invoice therefore. Interest at the rate of eighteen percent (18%) per annum, not to exceed the maximum interest rate permitted under applicable law, will be charged on delinquent accounts. In the event R&D is required to seek the aid of any attorney for collection under this Agreement, Customer agrees to also pay reasonable attorney's fees and court costs. Payment is due in the office of the R&D, which shall be deemed the place of performance. Notwithstanding anything to the contrary, Dallas County, Texas is the place of performance of the contractual relations between the parties. All taxes, interest and penalty thereon, if any, relating to services provided hereunder are to be paid when due by the Customer.

**XIII. INCREASE IN CHARGES:** No more than twice in any twelve (12) month period, R&D may at its option and by giving written notice to Customer, increase the Services Fee and/or any other fee or charge specified in this Agreement by a percentage not to exceed the greater of either (i) the increase in the CPI over the twelve (12) month period immediately preceding such notice, or (ii) eight percent (8%). "CPI" is the Consumer Price Index for All Urban Consumers, U.S. City Average, for All Items (1982-1984 = 100) as published by the Bureau of Labor Statistics of the Department of Labor. If the Bureau of Labor Statistics stops publishing the CPI, the parties will substitute another comparable measure published by a mutually agreeable source. However, if such change is merely to redefine the base period for the CPI

from 1982-1984 to some other period, the parties will continue to use the CPI but will, if necessary, convert the two CPI's being compared to the same basis by multiplying one of them by the appropriate conversion factor.

**XIV. MISCELLANEOUS:** Customer may not assign his rights of receiving services from R&D without the prior written consent of the R&D. Such consent if given, will not relieve Customer of its primary obligation of payment. Nothing in this Agreement shall be construed to create any franchise, joint venture, trust or commercial partnership or any other partnership relationship for any purpose whatsoever. In the event any provision of this Agreement shall be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and any unenforceable or invalid provision shall be reformed to accomplish the apparent objectives thereof to the fullest extent, if any, permitted by applicable law. Notice shall be deemed effective when received or refused, if sent to the other party at the address provided in this Agreement, prepaid, certified mail, return receipt or verification of delivery. This Agreement contains all the terms and conditions with respect to the sale and purchase of the material or merchandise



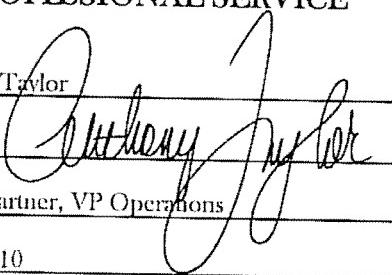
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described on the face hereof and supersedes any and all previous instruments or agreements, and no change or modification of these terms and conditions shall be of any force unless such change or modification shall be executed by an authorized officer of R&D. The terms and conditions of this instrument shall supersede any terms and conditions on any confirmation order or other writing Customer may give, the terms and conditions hereof being binding. Acceptance of this Agreement is specifically limited to the terms and conditions herein.

R&D PROFESSIONAL SERVICE

NAME: Anthony Taylor

SIGNATURE: 

TITLE: Senior Partner, VP Operations

DATE: 11-15-2010

DALLAS LOVE FIELD AIRPORT

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

~ REQUIRED TO WORK ~

- **Hensel Phelps Safety Orientation (Onsite at HP)**
  - English Orientation – Mondays 8:00
  - Spanish Orientation – Wednesdays 8:00
  - English or Spanish (if necessary due to overflow) – Fridays 8:00
  - *In order to attend Orientation, JMEG must be notified a week in advance in order to secure your spot.*
- **Approved JHA (HP Format Only)**
- **MSDS – Submitted and On File**
- **Certificate of Insurance**
- **GL CCIP Enrollment**
- **Daily Reports (End of Each Shift)**
- **Approved Submittals**
- **F.I.R. (Facility Impact Request) \*When required by task**
- **SIDA Badge for Secured Areas (3-4 Week Process)**
- **FOD Plan (Foreign Object Debris)**
- **LFMP Fire Alarm Protection Procedure**

## EXHIBIT "B"

### SUBCONTRACTOR FINAL LIEN WAIVER

Project Name: \_\_\_\_\_  
Subcontractor/Supplier: \_\_\_\_\_  
Address: \_\_\_\_\_

The undersigned has therefore provided labor and/or materials for improvements at the above described project.

By this instrument, the undersigned (being a subcontractor and/or supplier of material for the construction on a portion of the above described project) agrees to look for payment solely to JMEG, LP (the Contractor for the construction of improvements on said project) and in consideration of the final payment in the amount of \_\_\_\_\_, does hereby waive and release any and all liens on such above described project and all improvements presently or hereafter erected thereon and further waives and releases all rights to hereafter perfect any lien on such project and/or improvements.

The undersigned also certifies that all work, labor, materials, machinery, and equipment furnished by the undersigned to date (including all taxes) have been fully paid for and that there are not amounts unpaid in favor of any subcontractor or materialman or any other person furnishing labor and materials utilized on the basis of which any lien (commonly called a mechanic's or materialman's lien) has been or can be filed for work done or materials, machinery, or equipment furnished to said structures, property, or facilities, or any part thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Type or Print Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public in and for County of \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Notary Seal)

## EXHIBIT "B"

### SUBCONTRACTOR PARTIAL LIEN WAIVER

Project Name: \_\_\_\_\_

Subcontractor/Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

The undersigned has therefore provided labor and/or materials for improvements at the above described project.

By this instrument, the undersigned (being a subcontractor and/or supplier of material for the construction on a portion of the above described project) agrees to look for payment solely to JMEG, LP (the Contractor for the construction of improvements on said project) and in consideration of the partial payment in the amount of \_\_\_\_\_, does hereby waive and release any and all liens on such above described project and all improvements presently being erected.

The undersigned also certifies that all work, labor, materials, machinery, and equipment furnished by the undersigned to date (including all taxes) have been fully paid for, and that there are not amounts unpaid in favor of any subcontractor or materialman or any other person furnishing labor and materials utilized on the basis of which any lien (commonly called a mechanic's or materialman's lien) has been or can be filed for work done or materials, machinery, or equipment furnished to said structures, property, or facilities or any part thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public in and for County of \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Notary Seal)

## **Exhibit "C"** **SUBCONTRACTOR INSURANCE REQUIREMENTS**

### **1. GENERAL LIABILITY INSURANCE – OCCURANCE FORM**

- a) The Subcontractor shall purchase and maintain Commercial General Liability insurance, written on an ISO Occurrence form (1998 or later), with at least the following limits of liability:

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Legal Liability	\$ 50,000
Medical Expense	\$ 5,000

- b) The Subcontractor shall maintain Commercial General Liability coverage for itself and all Additional Insureds, in accordance with the requirements contained herein, for the duration of the project and until final acceptance by owner. The Subcontractor shall specifically maintain Completed Operations coverage for itself and all Additional Insureds, in accordance with the requirements contained herein, until the applicable statute of repose has expired.

- c) The Subcontractor's Commercial General Liability Insurance policy shall provide coverage for contractual liability assumed in an "insured contract" AND shall contain a definition of an "insured contract" that is identical to that found in the unaltered ISO CG 00 01 10 01 policy form. The Subcontractor's contractual liability coverage shall specifically provide coverage for Completed Operations until the applicable statute of repose has expired. Defense costs shall be paid outside the limits of liability.

d) Required Endorsements:

- 1) JMEG, LP, Owner and all other required parties, pursuant to the Prime Contract, shall be included as Additional Insureds on the Subcontractor's Commercial General Liability policy. The coverage for the Additional Insureds shall be as broad as the coverage provided for the named insured subcontractor and shall specifically include coverage for Ongoing Operations AND Completed Operations. The coverage for the Additional Insureds shall apply as primary and non-contributory insurance before any other insurance available to the Additional Insured(s).
- 2) The General Aggregate Limit shall apply separately to each project.
- 3) The Subcontractor's Commercial General Liability policy shall be endorsed to reflect the insurer's waiver of any subrogation rights it may have against any of the Additional Insured parties.

e) Prohibited Exclusionary Endorsements

- 1) Subsidence
- 2) Exterior insulation finish systems
- 3) Work performed by subcontractor/vendor
- 4) Residential (prohibited for residential projects only)
- 5) Contractual Liability (endorsements that exclude contractual liability coverage for Completed Operations and/or endorsements that delete, modify or alter the definition of an "insured contract" in any way which causes the language to differ from the unaltered ISO CG 00 01 10 01 policy form)

## **2. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

a) The Subcontractor shall purchase and maintain Worker's Compensation insurance, providing statutory coverage for all of the Subcontractor's employees for the state in which the project is located.

b) The Subcontractor shall purchase and maintain Employer's Liability insurance with at least the following limits of liability:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

c) The Subcontractor's Worker's Compensation and Employer's Liability policy shall be endorsed to reflect the insurer's waiver of any subrogation rights it may have against any of the Additional Insured parties.

## **3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

a) The Subcontractor shall purchase and maintain (until the applicable statute of repose has expired) Business Automobile Liability insurance with at least the following limits of liability:

Bodily Injury and Property Damage	\$1,000,000 Each Accident – Combined Single Limit
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b) The Subcontractor's Business Automobile Liability policy shall provide coverage for Any Auto, or in the alternative, shall provide coverage for all Owned, Non-Owned and Hired Autos.

c) JMEG, LP, Owner and all other required parties, pursuant to the Prime Contract, shall be included as Additional Insureds on the Subcontractor's Business Automobile Liability policy.

d) The Subcontractor's Business Automobile Liability policy shall be endorsed to reflect the insurer's waiver of any subrogation rights it may have against any of the Additional Insured parties.

e) The Subcontractor's Business Automobile Liability Insurance policy shall provide coverage for contractual liability assumed in an "insured contract" AND shall not contain any endorsement that deletes, modifies or alters the definition of an "insured contract" from that contained in the unaltered ISO policy form.

## **4. UMBRELLA LIABILITY INSURANCE**

a) The Subcontractor shall purchase and maintain (until the applicable statute of repose has expired) Commercial Umbrella Liability insurance with at least the following limits of liability:

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

b) The Subcontractor's Commercial Umbrella Liability policy shall follow the form of the underlying Commercial General Liability policy, Business Automobile Liability policy and Employer's Liability policy AND shall reflect the insurer's waiver of any subrogation rights it may have against any of the Additional Insured parties. The Subcontractor's Commercial Umbrella Liability policy shall include a drop-down provision that provides coverage in the event that the limits of insurance available under any of the underlying policies of insurance have been reduced or exhausted, regardless of whether the claims paid under the underlying policies would have been covered by the Umbrella Liability policy.

c) JMEG, LP, Owner and all other required parties, pursuant to the Prime Contract, shall be included as Additional Insureds on the Subcontractor's Commercial Umbrella Liability policy. The coverage for the Additional Insureds shall apply as primary and non-contributory insurance before any other insurance available to the Additional Insured(s), other than coverage available to the Additional Insured(s) under one of the Subcontractor's underlying policies of insurance.

## **5. CERTIFICATES OF INSURANCE**

- a) The Subcontractor shall not provide work or service pursuant to this agreement until a properly completed **Original** ACORD form certificate of insurance evidencing the types of coverages and limits specified in the "Sample Certificate of Insurance" attached hereto as "Article 1" and incorporated into this agreement by reference for all intents and purposes, has been received and approved by JMEG, LP.
- b) The Subcontractor shall not provide work or service pursuant to this agreement until a properly completed "Subcontractor Insurance Compliance Statement" attached hereto as "Article 2" and incorporated into this agreement by reference for all intents and purposes, has been received and approved by JMEG, LP.
- c) It is hereby expressly agreed and understood that any language contained or not contained in the "Sample Certificate of Insurance" attached hereto as "Article 1" and/or the "Subcontractor Insurance Compliance Statement" attached hereto as "Article 2", shall not modify, or relieve the Subcontractor of any obligations to comply with, the insurance requirements stated herein.

## **6. MISCELLANEOUS PROVISIONS**

- a) Each of the Subcontractor's insurance policies required herein must be written to provide that JMEG, LP, will receive at least 30 days advance written notice of any cancellation, non-renewal or material change in the Subcontractor's insurance coverage under such policy.
- b) If the Subcontractor fails to purchase and/or maintain the insurance required herein, JMEG, LP, shall have the right (but is not obligated) to procure and maintain said insurance and the Subcontractor shall pay the cost thereof and provide all necessary information to effect such insurance.
- c) The Subcontractor's purchase and/or maintenance of any insurance required herein shall in no way be interpreted as relieving the Subcontractor of any responsibility beyond the required limits of insurance. The Subcontractor may secure, at the Subcontractor's own expense, such additional insurance as the Subcontractor deems necessary.
- d) No insurance policy carried by the Subcontractor shall be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the Insurance Requirements stated herein. JMEG, LP's decision thereon shall be final.
- e) Each of the Subcontractor's insurance policies required herein must be written through companies duly entered and authorized to transact that class of insurance in the state in which the job is located, and said Insurance Companies must have an A.M. Best rating of A-, VII or better in the most recent Best's Key Rating Guide.
- f) The approval, disapproval or failure to act by JMEG, LP, regarding any insurance supplied by, or required of the Subcontractor shall not relieve the Subcontractor of any liability for damages and shall not be construed as a waiver of any right JMEG, LP, may have pursuant to this Agreement or otherwise.
- g) No special payments shall be made to the Subcontractor for any insurance purchased and/or maintained by the Subcontractor. The costs of all insurance policies supplied by, or required of the Subcontractor are included in the contract price.
- h) Upon request by JMEG, LP, the Subcontractor shall promptly make available for inspection any policy of insurance maintained by Subcontractor, including all endorsements thereto.
- i) No insurance policy carried by the Subcontractor shall contain a deductible or self-insured retention in excess of \$25,000. All deductibles and/or retentions shall be paid by the Subcontractor, regardless of the identity of the party entitled to the insurance proceeds, and the Subcontractor shall not be entitled to reimbursement for said deductibles and/or retentions.
- j) Subcontractor shall require all sub-subcontractors to fully comply with the Insurance Requirements stated herein, including but not limited to, the procurement and maintenance of all policies of insurance herein required and the completion of the "Sample Certificate of Insurance" and the "Subcontractor Insurance Compliance Statement" attached hereto as "Article 1" and "Article 2".

"Article 1"

ACORD		<b>CERTIFICATE OF INSURANCE</b>				DATE (MM/DD/YY) XX/XX/XX	
PRODUCER		<p>Name of Insurance Agency License # XXXXXXXX Street Address City, State, Zip Phone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX</p> <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>				COMPANIES AFFORDING COVERAGE	
						COMPANY A	XXXXXXXXXXXXXXXXXXXX
INSURED		COMPANY B	XXXXXXXXXXXXXXXXXXXX				
		COMPANY C	XXXXXXXXXXXXXXXXXXXX				
		COMPANY D	XXXXXXXXXXXXXXXXXXXX				
<b>COVERAGES</b>							
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
CO TR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$2,000,000
	<input type="checkbox"/>	CLAIMS MADE				PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/>	X OCCUR				EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLES PER					FIRE DAMAGE (Any one fire)	\$50,000
	POLICY					MED EXP (Any one person)	\$5,000
	PROJECT						
LOCATION							
B	AUTOMOBILE LIABILITY		XXXXXXXXXX  OR "ANY AUTO"	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT	\$1,000,000
	<input type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	SCHEDULED AUTOS					PROPERTY DAMAGE	
	<input checked="" type="checkbox"/>	Hired AUTOS					
	<input type="checkbox"/>	NON-OWNED AUTOS					
	EXCESS / UMBRELLA LIABILITY						
C	<input checked="" type="checkbox"/>	OCCUR	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/>	CLAIMS MADE				AGGREGATE	\$2,000,000
	DEDUCTIBLE						
	RETENTION \$						
C	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> STATUTORY LIMITS	
	<input type="checkbox"/>	THE PROPRIETOR/ PARTNERS/EXEC OFFICERS ARE				EACH ACCIDENT	\$1,000,000
	<input checked="" type="checkbox"/>	X INCL				DISEASE-POLICY LIMIT	\$1,000,000
	<input type="checkbox"/>	EXCL				DISEASE-EACH EMPLOYEE	\$1,000,000
	OTHER						
Professional Liability/E&O Ins						Limit of Liability	
<p>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: (The complete address of the property and/or reference to the contract (contract title, parties to the contract and contract date) should be included or "All Projects".) – JMEG, LP, Owner and all their respective affiliates subsidiaries, successors, directors, officers, employees and agents [and any other parties required by your subcontract agreement] are included as additional insureds for both ongoing and completed operations with respect to the General Liability, Auto and Umbrella Policies. A waiver of subrogation is included in favor of the additional insured parties with respect to the General Liability, Workers' Compensation, Auto and Umbrella Policies.</p>							
CERTIFICATE HOLDER				CANCELLATION			
JMEG, LP 2941 Trade Center Dr., #200 Carrollton, TX 75007				<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</p>			
				AUTHORIZED REPRESENTATIVE			
ACORD 25-S				ACORD CORPORATION			

**"Article 2"**  
**Subcontractor Insurance Compliance Statement**

Dear Insurance Agent,

The purpose of this form is to request your assistance in confirming that the insurance requirements contained in the Subcontract Agreement between your client, \_\_\_\_\_, and JMEG, LP, have been met. Your assistance in completing the following is appreciated.

Insurance Agent Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tele/Fax/E-mail: \_\_\_\_\_

Please accurately answer all the questions below regarding the subcontractor's General Liability, Auto, Workers' Compensation and Umbrella policies. A yes or no answer will not necessarily be determinative of your client's compliance with their contractual obligations.

- Does the Subcontractor's Commercial General Liability policy provide subcontractor with coverage for completed operations and products liability exposures: Yes \_\_\_\_ No \_\_\_\_
- Are defense costs paid "outside of" the policy limits: Yes \_\_\_\_ No \_\_\_\_
- Does the Subcontractor's Commercial Auto Liability policy provide coverage for all vehicles Owned, Hired, Operated, Borrowed or in any other way utilized by the Subcontractor: Yes \_\_\_\_ No \_\_\_\_
- Are all contractually required parties included as Additional Insureds on subcontractor's commercial general liability policy for both ongoing and completed operations: Yes \_\_\_\_ No \_\_\_\_
- Does the Umbrella Liability Policy contain limits of at least \$2,000,000: Yes \_\_\_\_ No \_\_\_\_
- Does the Umbrella Liability Policy sit in excess of the General Liability, Auto Liability and Employer's Liability policies without gaps between the limits: Yes \_\_\_\_ No \_\_\_\_
- Is the Umbrella Policy a follow form Occurrence policy: Yes \_\_\_\_ No \_\_\_\_
- Does the subcontractor's Workers' Compensation policy provide coverage for all of the individuals that will be working on this project on subcontractor's behalf: Yes \_\_\_\_ No \_\_\_\_
- Does the Subcontractor's Commercial General Liability Insurance provider have an A.M. Best rating of at least "A-, VII": Yes \_\_\_\_ No \_\_\_\_
- Do any of the subcontractor's policies contain a deductible or self-insured retention in excess of \$25,000: Yes \_\_\_\_ No \_\_\_\_

**Are any of the following restrictive endorsements (exclusions) on the above Subcontractor's Commercial General Liability or Umbrella Liability policies?**

- Residential or multi-family exclusion: Yes \_\_\_\_ No \_\_\_\_
- Subsidence or earth movement exclusion: Yes \_\_\_\_ No \_\_\_\_
- Mold, Fungus or indoor air quality exclusion: Yes \_\_\_\_ No \_\_\_\_
- Contractual Liability Coverage exclusion (i.e. has the definition of an "insured contract" been modified, deleted or otherwise altered in any way which caused the language to differ from the unaltered ISO CG 00 01 10 01 policy form): Yes \_\_\_\_ No \_\_\_\_
- Damage to work performed by Subcontractor exclusion: Yes \_\_\_\_ No \_\_\_\_
- Third-party-over action exclusion: Yes \_\_\_\_ No \_\_\_\_

Agent's Signature

Date

Please fax this completed form AND the Certificate of Insurance (as well as all endorsements evidencing the coverages contained therein) to (972) 590-5590 (to be followed by originals). Thank you.

**EXHIBIT "D"**

TO: R & D Professional Services

FROM: JMEG, LP

DATE: Feb. 8, 2011

RE: Subcontractor's responsibility for the  
OSHA Hazard Communication Standard

As required by a new OSHA Standard (effective May 23, 1988), we request that you supply our main office with Material Safety Data Sheets (MSDS) on any hazardous materials that you have on site, or plan to bring on site, to complete your work according to your Subcontract. We will, in turn, supply your office with MSDS on materials used by our employees or other project trades to which your employees may be exposed.

OSHA holds you responsible for the safety and healthy of your employees. It is your responsibility for having a Hazard Communication Program that meets the requirements outlined by OSHA.

In addition, you are responsible for removing excess chemicals and/or hazardous materials which you have brought or might bring to the job site. Surplus hazardous materials and their containers (even if empty) will not be placed in job site trash dumpsters or trash containers which will result in disposal at public trash dumps.

Please contact our office to answer any questions or to clarify any issues.

Sincerely: RAY NAIZER  
President

Reference: Subcontract #3345905003

EXHIBIT "E"

JMEG, LP BILLING SCHEDULE

Subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

Job Number: \_\_\_\_\_

Billing Number: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Payment Req. No.: \_\_\_\_\_

Original Contract Amount..... \$ \_\_\_\_\_

Confirmed Change Orders..... \$ \_\_\_\_\_

Revised Contract Amount..... \$ \_\_\_\_\_

Total Completed and Stored To Date..... \$ \_\_\_\_\_

Less Retainage ..... \$(\_\_\_\_\_)

Total Earned Less Retainage ..... \$ \_\_\_\_\_

Less Previous Billings ..... \$(\_\_\_\_\_)

Amount Due This Billing..... \$ \_\_\_\_\_

EXHIBIT "F"

SUBCONTRACTOR INFORMATION SHEET

1. The subcontractor is responsible for storage, protection, and installation of materials during construction.
2. On site storage is not provided by JMEG, LP.
3. Materials will NOT be accepted by JMEG, LP without prior arrangements.
4. Materials not stored on the job site must be stored in a bonded warehouse or a facility acceptable to the owner, in order to qualify for payment as stored materials. Certification of bonded warehouse and current certificate of insurance must be received and approved prior to release of payment by contractor to subcontractor.
5. Waste disposal, sanitary portable toilets, and temporary power will be provided by General Contractor. All other requirements are to be provided by this subcontractor.
6. Check in with JMEG, LP Project Supt. upon arrival and departure of job site. Daily work reports must be turned in daily. Forms will be furnished at our field office.
7. Upon the completion of the project, a record of as-built drawings must be provided.
8. Latest contract documents will be located at the job site for review.
9. Any questions regarding installation must be sent in writing to the Project Manager.
10. Revisions are NOT to be made to the system unless written approval from JMEG, LP is received.
11. Revision proposals are to include a scope describing the change as well as any delivery schedules. Proposals are to have a cost breakdown showing material, labor, taxes, and fees.
12. The subcontractor's personnel must attend JMEG, LP safety meeting weekly or conduct it's own with documentation to JMEG, LP.
13. This is a drug free project. All persons detected under the influence will be removed from the project.

**EXHIBIT "G"**

Page 1 of 7

**CONTRACTOR FORMS AND INFORMATION**

SUBCONTRACTOR: R & D Professional Services

RE: Love Field Terminal  
Dallas, TX

Gentlemen:

Certificate from contractor Appointing Officer or employee to supervise payment of employees, Exhibit "H" should be submitted with your first payroll.

This is a State of Texas project and subject to the wage scale as listed in this Exhibit.  
Note: These wage scales apply to on-site work only.

Two copies of weekly certified payrolls are required on this project. They shall be submitted weekly to JMEG, LP, 2941 Trade Center Dr., Suite #200, Carrollton, TX 75007, Attention: Randy Wissell, on Form WH-347 included in this Exhibit.

U.S. Department of Labor

S. S. DEEPAL (MANMUL G) LABORATORY

U.S. Department

BAYBDI

(For Contractor's Optional Use; See Instructions Form WH-347 Last)

NAME OF CONTRACTOR  OR SUBCONTRACTOR  Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

A small, square seal impression featuring a stylized character or logo in black ink.

OMB No. 1215-0149  
Expires: 03/31/2006

**PROJECT AND LOCATION**

PROJECT OR CONTRACT NO.

OMB No.: 1215-0149  
Expires: 03/31/2006

EXHIBET "G" PAGE 2 OF 7

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data, and completing and reviewing the collection of information. If you have comments concerning the accuracy or burden of this collection of information, or if you would like to request a copy of the instrument used to collect the information, please write to:

Avenue N.W., Washington, D.C. 20210.

Date \_\_\_\_\_

(Name of Signatory Party) \_\_\_\_\_ (Title) \_\_\_\_\_

DO Number by State

- (1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor)

on the

(Building or Work)

in the

at day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_.

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part J (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 60 Stat. 106, 72 Stat. 957, 76 Stat. 357, 40 U.S.C. 276c), and described below:

EXHIBIT 3 OF 7

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each labore or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

REMARKS

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program, registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

- (4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 21 OF TITLE 47 OF THE UNITED STATES CODE	

## EXHIBIT "G" PAGE 4 OF 7

## LOVE FIELD TERMINAL WAGE SCALE

TX080058 MOD 6 REVISED 07/24/09 TX58

..... THIS WAGE DETERMINATION WAS REPLACED ON 07/24/09.....

General Decision Number: TX080058 04/10/2009

Superseded General Decision Number: TX20070060

State: Texas

Construction Type: Building

Counties: Dallas, Ellis, Kaufman and Rockwall Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). Use current HIGHWAY GENERAL WAGE DETERMINATION FOR PAVING AND UTILITIES INCIDENTAL TO BUILDING CONSTRUCTION)

Modification Number	Publication Date
0	02/08/2008
1	03/28/2008
2	04/11/2008
3	06/06/2008
4	12/05/2008
5	01/23/2009
6	04/10/2009

BRTX0001-006 06/01/2006

Rates	Fringes
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BRICKLAYER.....	\$ 19.00	6.48
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CARP0429-001 05/01/2000

Rates	Fringes
-------	---------

CARPENTER.....	\$ 15.95	2.92
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ELEC0020-003 12/01/2008

Rates	Fringes
-------	---------

Electricians:

Cable Splicer.....	\$ 25.36	4.50+12.5%
Electrician.....	\$ 23.20	4.50+12.5%

ENGI0178-003 06/01/2008

Rates	Fringes
-------	---------

Cranes:

Hydraulic Crane (35 ton & under).....	\$ 22.70	8.60
Hydraulic over 35 tons, Derricks, Overhead Gantry, Stiffleg, Tower, etc., and Cranes with		

## EXHIBIT "G" PAGE 5 OF 7

Piledriving or Caisson  
attachments.....\$ 23.70 8.60

IRON0263-002 06/01/2007

	Rates	Fringes
--	-------	---------

Ironworkers:

Structural.....\$ 20.10 4.60

PLAS0061-001 05/01/1993

	Rates	Fringes
--	-------	---------

PLASTERER.....\$ 15.06 2.94

\* SFTX0669-001 04/01/2009

	Rates	Fringes
--	-------	---------

SPRINKLER FITTER (Fire  
Sprinklers).....\$ 25.90 14.30

SUTX1989-005 11/01/1989

	Rates	Fringes
--	-------	---------

Acoustical Installer.....\$ 12.16

Brick Tender.....\$ 8.60 1.30

CEMENT MASON/CONCRETE FINISHER...\$ 11.38

DRYWALL HANGER.....\$ 11.71

FLOOR LAYER: CARPET (SOFT)

FLOOR.....\$ 13.13

GLAZIER.....\$ 12.26 1.10

IRONWORKER, REINFORCING.....\$ 10.33 2.94

Laborer, Unskilled (Excluding  
Landscape Laborers).....\$ 7.58 1.30

LATHER.....\$ 17.38 1.04

Mechanical Insulator.....\$ 10.55 1.00

Painters:

Brush & Spray.....\$ 10.76 2.20

Painters doing drywall  
finishing only.....\$ 10.42

PAPERHANGER.....\$ 11.30 2.20

Plasterer tender.....\$ 9.00

Plumbers and Pipefitters  
(Including HVAC Work).....\$ 12.80 1.63

EXHIBIT "G" PAGE 6 OF 7

Power equipment operators:		
Backhoes.....\$ 10.64		1.41
Front End Loaders.....\$ 8.77		
ROOFER, Including Built Up, Composition and Single Ply		
Roofs.....\$ 9.45		1.04
Sheet metal worker (Including HVAC Work).....\$ 12.80		2.05
TILE SETTER.....\$ 13.75		

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor

EXHIBIT "G" PAGE 7 OF 7

200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\*\*\*\*\*  
END OF GENERAL DECISION

EXHIBIT "H"

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR  
EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

PROJECT NAME: Love Field Terminal

Date: 2/8/2011

LOCATION: Dallas, TX

Project No.: 3345

I hereby certify that we are a sub contractor to another sub contractor for construction in connection with construction of the above mentioned project, and that I have appointed \_\_\_\_\_, whose signature appears below, to supervise payment of our employees beginning \_\_\_\_\_; that he or she is in a position to have full knowledge of the facts set forth in the payroll documents, standard Monthly Employment Utilization Report, and in the statement of compliance required by the Copeland Act and the City of Dallas for which he or she is to execute with our full authority and approval until such time that I submit to the City of Dallas with a new certificate appointing some other person for the purpose herein above stated.

\_\_\_\_\_  
Payroll Supervisor

Phone :

Attest

R & D Professional Services

\_\_\_\_\_  
By: \_\_\_\_\_

*EXHIBIT "I" PAGE 1 OF 3*

SH.B. No. 1669

AN ACT

relating to the duties of an operator of an underground facility and of an excavator regarding marking of the location of an underground facility.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 251.152, Utilities Code, is amended to read as follows:

Sec. 251.152. INFORMATION INCLUDED IN NOTICE. The excavator shall include in the notice required under Section 251.151:

- (1) the name of the person serving the notice;
- (2) the location of the proposed area of excavation, including:
  - (A) the street address, if available, and the location of the excavation at the street address; or
  - (B) if there is no street address, an accurate description of the excavation area using any available designations such as the closest street, road, or intersection;
- (3) the name, address, and telephone number of the excavator or the excavator's company;
- (4) the excavator's field telephone number, if one is available;
- (5) a telephone facsimile number, e-mail address, or another electronic number or address approved by the board to which an operator may send the notification required by Section 251.157(d);
- (6) the starting date and time and the anticipated completion date of excavation; and
- (7) [(6)] a statement as to whether explosives will be used.

SECTION 2. Section 251.157, Utilities Code, is amended by adding Subsection (d) to read as follows:

- (d) Not later than the 48th hour after the time the excavator gives to the notification center notice of intent to excavate, an operator contacted by the notification center shall notify the excavator of the operator's plans to not mark the proximate location of an underground facility at or near the site of the proposed excavation. The operator must provide the notification by e-mail or facsimile or by another verifiable electronic method approved by the board.

SECTION 3. This Act takes effect November 1, 2001.

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President of the Senate

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Speaker of the House

I certify that H.B. No. 1669 was passed by the House on April 26, 2001, by a non-record vote.

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Chief Clerk of the House

I certify that H.B. No. 1669 was passed by the Senate on May 22, 2001, by the following vote: Yeas 30, Nays 0, 1 present, not voting.

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Secretary of the Senate

APPROVED: \_\_\_\_\_  
Date

---

Governor

*EXHIBIT "I" PAGE 2 OF 3*

H.B. No. 2391

AN ACT

relating to fees, penalties, and training courses relating to notification of underground excavation.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 251.106, Utilities Code, is amended to read as follows:

Sec. 251.106. PAYMENTS TO CORPORATION. Each time a notification center receives a call from an excavator under Section 251.151, the notification center shall pay the corporation five cents [~~one cent~~]. The corporation shall waive this charge for the remainder of any year in which the corporation receives \$250,000 [\$500,000] under this section.

SECTION 2. Section 251.201, Utilities Code, is amended to read as follows:

Sec. 251.201. CIVIL PENALTY OR WARNING LETTER. (a) An excavator that violates Section 251.151, 251.152, or 251.159 is liable for a civil penalty of not less than \$500 [\$50] or more than \$1,000 [\$100]. If a county attorney or district attorney decides not to bring an action to recover the civil penalty, the board of directors of the corporation may, in accordance with Section 251.2011, give the excavator a warning letter and require the excavator to attend a safety training course approved by the board. The county attorney or district attorney shall notify the board of its decision.

(b) If it is found at the trial on a civil penalty that the excavator has violated this chapter and has been assessed a penalty under this section or has received a warning letter from the board one other time before the first anniversary of the date of the most recent violation, the excavator is liable for a civil penalty of not less than \$1,000 [\$100] or more than \$2,000 [\$200].

(c) If it is found at the trial on a civil penalty that the excavator has violated this chapter and has been assessed a penalty under this section at least two other times before the first anniversary of the date of the most recent violation, or has been assessed a penalty at least one other time before the first anniversary of the date of the most recent violation and has received a warning letter from the board during that period, the excavator is liable for a civil penalty of not less than \$2,000 [\$200] or more than \$5,000 [\$500].

(d) In assessing the civil penalty the court shall consider the actual damage to the facility, the effect of the excavator's actions on the public health and safety, whether the violation was a wilful act, and any good faith of the excavator in attempting to achieve compliance.

(e) Venue for a proceeding to collect a civil penalty under this section is in the county in which:

- (1) all or part of the alleged violation occurred;
- (2) the defendant has its principal place of business in this state; or
- (3) the defendant resides, if in this state.

(f) The appropriate county attorney or criminal district attorney shall bring the action to recover the civil penalty.

(g) This section does not apply to a residential property owner excavating on the property owner's own residential lot.

*EKHERET "I" PAGE 3 OF 3*

SECTION 3. Subchapter E, Chapter 251, Utilities Code, is amended by adding Section 251.2011 to read as follows:

Sec. 251.2011. WARNING LETTER AND SAFETY TRAINING COURSE. (a) The board of directors of the corporation shall establish a procedure to ensure that the board verifies that an excavator has violated Section 251.151, 251.152, or 251.159 before giving the excavator a warning letter and requiring the excavator to attend a safety training course under Section 251.201.

(b) The board shall solicit and consider advice and recommendations from excavators in establishing or approving a safety training course that an excavator may be required to attend under Section 251.201.

SECTION 4. This Act takes effect September 1, 2001, and applies to a violation that occurs on or after that date. A violation that occurs before that date is governed by the law in effect when the violation occurred, and that law is continued in effect for that purpose.

President of the Senate

Speaker of the House

I certify that H.B. No. 2391 was passed by the House on April 26, 2001, by a non-record vote.

Chief Clerk of the House

I certify that H.B. No. 2391 was passed by the Senate on May 22, 2001, by the following vote: Yeas 30, Nays 0, 1 present, not voting.

Secretary of the Senate

APPROVED:

Date

Governor